

This action was brought for a declaration that the plaintiff was entitled to the policy and the moneys payable thereunder, and that the assignment to the defendant had been effectually revoked.

The appeal was heard by FALCONBRIDGE, C.J.K.B., CLUTE and SUTHERLAND, JJ.

W. Proudfoot, K.C., for the defendant.

J. M. Best, for the plaintiff.

CLUTE, J. (after setting out the facts):—There was some evidence and much discussion as to what the intention of the plaintiff was in executing this assignment. Certainly his intention—if otherwise than implied in the instrument itself—was not communicated to the defendant; nor do I think that evidence of such intention upon his part was admissible. But, even if it were admissible, I am unable, from the evidence, to reach the conclusion arrived at by the trial Judge. The assignment is absolute upon its face. The fact that the plaintiff paid the premiums from time to time evidences, to my mind, his intention to make the gift a valuable one by keeping the policy alive, and each payment was a re-affirmation of the gift already made. I can find nothing in the evidence to warrant the finding of the trial Judge that there was no intention on the part of the plaintiff to give absolutely and irrevocably to the defendant the policy in question; nor that it was his intention to make the policy payable to her at his death, should that occur before maturity of the policy, and subject to any change he might desire to make before such death or maturity. The assignment was transmitted to the agent of the insurance company, and by him forwarded to the home office, and the defendant duly notified of the transfer of the policy to her. She was then, in my opinion, to all intents and purposes, owner of the policy. Delivery was not necessary, but, even if it were, I think there was a constructive delivery of the policy by the formal acts of registration in the home office and the notification to her. . . .

[Reference to *Standing v. Bowring*, 31 Ch. D. 282, 288; *London and County Banking Co. v. London River Plate Bank*, 21 Q. B. D. 535, 541; *Re Blake and Bowers*, 60 L. T. N. S. 663; *In re Orbit*, [1891] 1 Ch. at p. 613; *In re Richardson*, 47 L. T. N. S. 514; *Sherratt v. Merchants Bank of Canada*, 21 A. R. 473.]

I think the gift was complete. The assignment and the registration thereof with the company and notice by the company to the defendant that the assignment was so registered were