

In the witness-box he pretended that the idea of effecting insurance on the wife's life originated with her and was carried out at her instance. I am unable to accept his testimony on the point. Whether or not the moral guilt attaches to both of them in equal degree is immaterial. The husband is here claiming the benefit of the policy and is affected by his own conduct as well as hers. He knew when the policy was effected that his wife was dying of consumption, and he must have been aware that if that fact were known by the company the policy would not have been issued. He allowed them to remain in ignorance of the facts and paid the premium, thereby identifying himself with the transaction. His own conduct is, I consider, sufficient to void the policy. He was a party to the fraud which procured its being issued and cannot be allowed to profit by his own wrong. I, therefore, think this action should be dismissed with costs.

HON. MR. JUSTICE SUTHERLAND.

JUNE 13TH, 1912.

FEE ET AL. V. MACDONALD MFG. CO. ET AL.

3 O. W. N. 1378.

*Charge on Land—Registration—Cloud on Title—Action for Removal from Registry—Damages.*

Action for declaration that a certain agreement registered by the defendant company was a cloud on the title of the plaintiff, and for \$200 damages for defendant company's refusal to release. Plaintiff had purchased the lands in question from one Lang, had registered the purchase agreement and partially carried out the purchase and stood ready to complete. Defendant company after registration of this purchase agreement, sold Lang some machinery and in the agreement for its purchase, Lang purported to charge the lands in question, which he described as belonging to him, unencumbered. When Lang made default in payment, the defendant company, without searching the register, registered their agreement and refused to remove it at the plaintiff's request, causing him considerable trouble and inconvenience in respect of a loan which he was procuring on the lands.

SUTHERLAND, J., granted the declaration sought and fixed the damages at \$50, either party to be at liberty to take a reference at his own risk. Costs of action to plaintiff.

A. E. H. Creswicke, K.C., for the plaintiff and defendant Lang.

J. J. Coughlin, for the defendant company.

HON. MR. JUSTICE SUTHERLAND:—David Lang in his lifetime was owner of the south half of lot No. 3 in the seventh concession of the township of Collingwood in the