

to redeem the property comprised in the assignment and prayed that the defendant might be charged with the amount he received on the policy. Sir James Wigram, V.-C., said: "The event, against the consequences of which it was his (the defendant's) interest to guard, was the death of the husband, leaving the wife surviving . . . he had a right to a guarantee against the consequences of her surviving the plaintiff. . . . 'The case of *Ex parte Andrews* . . . is an authority in point, . . . he (Sir Thomas Plumer) stated the law as clearly as possible in favour of the proposition contended for by the plaintiff. . . . If it had been a void policy from the beginning, he (the plaintiff) could claim nothing. . . . She (the wife) did not survive her husband. The risk intended to be guarded against was at an end; and I think that, when the risk ceased, the guarantee must be considered as satisfied.'" There was a decree for redemption, with a declaration that the plaintiff was not entitled to have the amount received on the policy set off against the mortgage debt.

In 1849, *Bell v. Ahearne*,¹¹ another Irish case, arose for decision. L. B., the mother of a mortgagor joined her son in a collateral bond to secure the amount of the mortgage money due to the defendant, who subsequently effected a policy of assurance on her life. L. B. died and the defendant received the insurance money. The mortgagor filed his bill to redeem the premises mortgaged to the defendant who had gone into possession, and there was a claim to have credit for the insurance money. The Right Honourable Maziere Brady, L.C., followed *Humphrey v. Arabis*, and decided against this claim.

The answer to the question put at the commencement of this article is that the debt still exists, and that B. is entitled to demand payment from the legal personal representatives of A.

JEFFREYS LEWIS COLLINSON.

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¹¹ 12 L.E.R. 376.