

Province of Nova Scotia.**SUPREME COURT.**

Full Court.]

[Dec. 3, 1910.]

ROBINSON v. IMPERIAL LIFE ASSURANCE CO.

Life insurance—Security for advances—Words “as interests may appear”—Debt barred by statute.

A policy of life insurance issued by the defendant company upon the life of R. S. was made payable to B. “as his interests may appear.” Subsequently the insured directed the company in writing to make the amount payable to plaintiff “as his interests may appear” explaining that B. was to have made him an advance of a sum of money, but had been unable to do so and that this was his “reason for changing the beneficiary in the contract.”

Held, that plaintiff's claim must be restricted to the amount of his advance made at the time and that he could not recover or retain by virtue of the words “as his interests may appear” a large sum claimed by him for services alleged to have been rendered to the deceased in his lifetime and which had been barred by the Statute of Limitations.

O'Connor, K.C., in support of appeal. *W. B. A. Ritchie, K.C.*, contra.

Full Court.]

MOORHEAD v. KAULBACH.

[Dec. 15, 1910.]

Probate court—Proof of claim against estate—Necessity for corroboration—Material fact—Amendment—Power of judge to allow.

On the contestation of a claim made by M. against the estate of K., deceased, where plaintiff's claim as rendered in the first instance, was for the sum of \$700, for the publication for one year, from December, 1903, to December, 1904, of a newspaper for the deceased, the judge allowed the substitution of a claim under an agreement in writing whereby the claimant was to publish the paper in question, using the plant belonging to deceased, and upon delivery up to the deceased at his request the subscription list was to receive the sum of \$500.

Held, 1. The delivery of the subscription list was a material fact which must be substantiated by corroborative evidence to entitle the claimant to recover.