she was affected at the time with tuberculosis, and that he procured her to make the application for his benefit, and for such purpose and in order to secure the issue of the policy to misrepresent the actual state of her health and to represent falsely that she was in perfect health, with intent to defraud the defendants of the insurance moneys.

(Here His Lordship set out 5 pages of evidence.)

In my opinion the evidence shews beyond reasonable doubt that the deceased was suffering from tuberculosis when Dr. Soday was called in in June, 1910, and when on the 29th August, 1910, she signed the application in question and gave answers to the company's examiner. According to her statement to Mr. McIntyre on the 5th November, 1910, she had been unhealthy from childhood up. She was afflicted with a cough during Miss McIntyre's three weeks' visit in June, 1910, and it shewed no improvement when Miss McIntyre left. Her state of health caused her to pass much of her time in bed. Her language and demeanour to Dr. Soday convinced him that she fully realised the nature of her disease; and it was impossible for her when signing the application and making the answers in question, to have believed that she was then enjoying good health or that her health was good. To her own knowledge she did not usually enjoy good health, and at the time of the application it was not good. Her statement that she was then in perfect, meaning thereby, in reasonably good health was in fact, untrue.

Thus she made material misstatements and concealed material facts from the company as to the true condition of her health. It was material that the company should have known the facts, and the misrepresentation and suppression of facts, thus found render the policy void. *George* v. *Provincial Provident Institution,* 28 S. C. R. 544; *Von Lindenlaugh* v. *Desborough,* 3 M. & Ry. 45.

I further find that the plaintiff, the beneficiary under the policy, was a party to the misrepresentations and concealments on the part of the deceased. In June, 1910, he was given to understand by Dr. Soday that his wife was then suffering from consumption, and was in such an advanced state that she would not live longer than nine months. He knew this when he took her to the insurance agent to effect the policy of insurance in question and he paid the premium for that policy with his own funds, knowing it was being effected for his benefit.