

From Street, J.]

FISHER v. FISHER.

[March 15.

*Life insurance—Construction of policy—Designation of beneficiary—R.S.O. (1887), c. 136.*

An application for life insurance stated that the insurance money was to be paid to the applicant's wife, and the policy as issued provided that the insurance money should, upon the death of the assured, be paid to his wife, or such other beneficiary or beneficiaries as he might in his lifetime have designated in writing endorsed on the policy, and in default of any such designation to his legal personal representatives.

*Held*, OSLER, J.A., dissenting, that the policy came within the Act to secure to wives and children the benefit of life assurance, R.S.O. (1887), c. 136, and was not affected by an absolute assignment, endorsed upon it, by the assured to a creditor. Judgment of STREET, J., 28 O.R., 459, reversed.

McCarthy, Q.C., and W. J. McWhinney, for appellant. Aylesworth, Q.C., for respondent.

From Ferguson, J.]

ST. DENNIS v. SCHULTZ.

[March 15.

*Malicious prosecution—Reasonable and probable cause—Advice of counsel.*

That the prosecution in question was instituted on the advice of counsel is not sufficient to protect the prosecutor if he does not exercise reasonable care to ascertain and lay before counsel the facts in reference to the alleged offence. Absence of reasonable and probable cause for the prosecution is not by itself sufficient to impose liability; malice must exist, and the question of malice must be left to the jury. Judgment of FERGUSON, J., reversed.

M. K. Cowan, for appellant. W. H. P. Clement, for respondent.

From Armour, C.J.]

LONG v. ANCIENT ORDER OF UNITED WORKMEN.

[March 14.

*Life insurance—Benefit society—"Renewed contract"—55 Vict., c. 39, s. 33 (O.).*

It is not a renewal of a contract of insurance within the meaning of 55 Vict., c. 39, s. 33 (O.), but a revival of the original contract, when after default in payment of assessments and consequent suspension of rights, a member of a benefit society pays the assessments, and, pursuant to the rules of the society, becomes ipso facto re-instated. Judgment of ARMOUR, C.J., reversed.

Aylesworth, Q.C., and Totten, Q.C., for appellants. Staunton for respondent.

From Armour, C. J.]

HILL v. BROALBE ET.

[March 15.

*Deed—Description—Appurtenances—R.S.O. (1877), c. 192, s. 4.*

The general words in the Short Forms of Conveyances Act, R.S.O. (1877), c. 192, s. 4, will not pass lands and buildings not embraced in the specific description, merely because the lands and buildings have been held, used, occupied and enjoyed with the property specifically described by mates and bounds. Judgment of ARMOUR, C.J., affirmed.

Riddell, for appellant. Staunton and Lazier for respondent.