REPORTS AND NOTES OF CASES.

Province of Ontario.

HIGH COURT OF JUSTICE.

Middleton, J.] [March 12.

YOULDON *v.* LONDON GUARANTEE AND ACCIDENT CO.

Accident insurance—Evidence—Admissibility of statement of deceased—Renewal receipt—Setting out conditions—Insurance Act, s. 144.

Held, 1. The statement of the deceased, prior to his death, that he had injured himself by lifting a heavy weight, was admissible; and such injury being a possible cause, and the only one of several possible causes shewn to have actually existed, was to be considered for the purposes of the claim, the real cause of death.

2. Where the original contract does not contemplate a renewal, being an insurance for one year only, the contract evidenced by the renewal receipt is a new contract.

3. The words "according to the tenor of policy No. ———" appearing in the terms of the renewal receipt make the terms of the original policy binding, being a sufficient compliance with the provisions of s. 144 of the Insurance Act as to the setting out of the terms and conditions of the contract of insurance.

Whiting, K.C., for plaintiff. *Tilley,* and *Swabey,* for defendant.

Boyd, C.] RE HUTCHINSON. [March 29.

Infants—Custody of—Rights of father against maternal grandparents—Agreement under seal—Welfare of child.

Motion by father of child of two years, upon the return of a writ of habeas corpus for an order for the delivery of the child to him, by the maternal grandparents.

Held, 1. Where an agreement has been made by the father in pursuance of an understanding that the child was to inherit the property of the grandparents, and the child has been brought up by them under that impression, and there is an actual deed