

INSURANCE—Continued.

if any premium, or note given therefor, was not paid when due the policy should be void. A note given, payable with interest, in payment of a premium, provided that if it were not paid at maturity the policy should forthwith become void. On the maturity of the note it was partly paid, and an extension was granted, and on a part payment being again made a further extension was granted. The last extension was overdue and balance on note was unpaid at the death of the assured. A receipt by the company, given at the time of taking the note, was of the amount of the premium, but at the bottom of the face of the receipt were these words: "Paid by note in terms thereof." While the note was running the policy was assigned for value, with the assent of the company, to the plaintiff, to whom the receipt was delivered by the assured. *Held*, that no estoppel was created by the receipt; that there was no duty upon the company to have afforded the plaintiff an opportunity of paying the premium; and that the policy was void. *WOOD v. CONFEDERATION LIFE INSURANCE CO.*217

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INTERROGATORIES—*Answer—Ambiguity—Knowledge, Information and Belief—Document in Public Office.* An answer to an interrogatory must be in plain and positive language, and clear in meaning, so that it may be safely put in evidence. It is not sufficient for the plaintiff, in answer to an interrogatory, to deny having any knowledge, without stating his information and belief. Where a plaintiff was properly interrogated as to the existence of a document in a public office it was held that he was not bound to seek knowledge as to the fact, but that if he had such knowledge, or information or belief upon the subject, he should answer fully as to his knowledge, information and belief. *SCOTT v. SPROUL*81

2.—*Answers—Exceptions—Costs.* The bill alleged that a testator by his will bequeathed a fourth part of his estate to be divided equally among the four children of his son who were living at the date of the will; that the plaintiff was one of the children, and a beneficiary under the will. The defendants, trustees under the will, to interrogatories whether the plaintiff was not one of the four children of the son mentioned in the will, and living at the date thereof, and beneficially entitled thereunder to some and what interest in the estate, after admitting the will, answered that they did

INTERROGATORIES—Continued.

not know that the plaintiff was one of the children of the said son, or that she was living at the date of the will, or that she was beneficially entitled to an interest in the estate, although they were so informed and believed. *Held*, sufficient. Specific information should be given in answers upon facts within the knowledge of the party answering, and the matter should not be left to inference. Where some exceptions were allowed, and others overruled, costs were allowed to each party. *CROSBY v. TAYLOR*511

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LIFE INSURANCE.

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