

Cartwright, Master] RE TRAVELLERS INSURANCE CO. [Dec. 15, 1903.
KELLY v. MCBRIDE.

*Insurance—Life—Policy payable to mother—Surrender—New policy issued.
Disposition varied—Sister if she survived mother—Claim by executors
of assured—Sister entitled.*

In 1888 the deceased was insured in the Travellers' Ins. Co., for \$1,000, payable at his death, in favour of his mother as sole beneficiary. In 1894 he assumed to surrender that policy in consideration of \$148.62 and a paid up policy for \$500, payable at his death. In the latter policy it was provided that "the sum insured is to be paid to (mother), or in the event of her prior death to (a sister) or if the insured shall survive the aforesaid beneficiaries to his legal representatives or assigns". The mother died in 1901, and the assured died in 1903.

Held, that the sister, who had supported the mother, for the last four years of her life at the request of the assured, was entitled to the insurance money as against the executors of the latter.

Loftus, for the executors. *James Bicknell*, K.C., for the sister.

Meredith, C.J., MacMahon, J., Teetzel, J.] [Dec. 17, 1903.

LINTNER v. LINTNER.

*Detinue—Demand and refusal after action—Inference of conversion before
action—Husband and wife.*

The plaintiff left her husband, the defendant, on the 21st October, 1902, and shortly afterwards brought this action for certain chattels of hers which remained upon his land, and for pecuniary damages for the detention thereof. On the 27th November, 1902, after the action had been begun, she went to his house and demanded her property. He said, in effect, that he did not wish her to take her things away, because he was anxious that she should go back and live with him, and did not consent to her removing the articles, but that she might remove or leave them as she saw fit.

Held, that this did not shew such a refusal of her demand as would enable her to sustain the action, if a demand and refusal after action were sufficient in detinue; as to which quære.

Semle, that, if the action had been for the conversion of the plaintiff's property, nothing was shewn from which the inference that there had been a conversion before action could properly be drawn.

Judgment of FALCONBRIDGE, C.J., reversed.

R. S. Robertson, for defendant. *Mabee*, K.C., for plaintiff.