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SUPREME COURT OF CANADA.

May 22, 1894.

FRANK v. SUN LIFE ASSURANCE CO.

Ontario.]

*Life insurance—Payment of premium—Contract dehors the policy—
Avoidance of policy.*

A policy of life insurance contained no condition making it void in case of non-payment of premiums or of any note, etc., given for a premium. The first premium was not paid in cash, but the assured signed and gave to the company an agreement in the form of a promissory note payable at a certain time for part, and a like agreement, payable at a later period, for the other part, each of said documents containing an undertaking by the assured that if it was not paid when due, the policy should be void. The assured died after the time for payment of the first agreement, but before the second had matured, and leaving the first unpaid.

Held, affirming the decision of the Court of Appeal for Ontario (20 Ont. App. R. 564) that by the failure to pay the part of the premium as agreed by the overdue instrument, the policy was void.

Appeal dismissed with costs.

Wilkes, Q.C., for the appellant.

Aylesworth, Q.C., for the respondents.