

REVIEW OF CURRENT ENGLISH CASES.

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INSURANCE (LIFE)—HUSBAND AND WIFE—INSURANCE BY HUSBAND AND WIFE OF EACH OTHER'S LIVES FOR BENEFIT OF SURVIVOR—INSURABLE INTEREST—14 GEO. III. c. 48, ss. 1, 3—(R.S.O. c. 339, ss. 1, 3).

Griffiths v. Fleming (1909) 1 K.B. 805. This was an action by a husband on a policy of insurance effected in the following circumstances. The husband and wife obtained from the defendants a policy of insurance, in consideration of a premium of which each paid part, whereby a sum of money was made payable upon the death of whichever of them should die first, to the survivor. The wife having died the husband claimed to recover the amount of the policy. The defendants resisted payment on the ground that a husband has no insurable interest in the life of his wife, and therefore that the policy was void under 14 Geo. III. c. 48, ss. 1, 3, (R.S.O. c. 339, ss. 1, 3). Pickford, J., who tried the action held that the plaintiff by reason of the services performed by his deceased wife had an insurable interest in her life, and gave judgment for the plaintiff. This judgment was affirmed by the Court of Appeal (Williams, Buckley and Kennedy, L.JJ.) but not on the same grounds. Williams, L.J., putting his judgment on the ground that by the English Married Women's Property Act, 1882, s. 11, a married woman is expressly empowered to insure her own life and that of her husband, and that the policy in question might be treated as a policy effected by the wife under that section on her own life. Buckley and Kennedy, L.JJ., on the other hand, put their judgment on the broader ground that insurances by husband and wife on each other's lives are not within the mischief of the statute and each must be presumed, apart altogether of any proof of services or pecuniary benefit, to have an insurable interest in each other's lives. This had been so held in Scotland, where the 14 Geo. III. c. 48 is also in force, and these learned judges thought the Act must receive the same construction in England, and therefore the plaintiff was entitled to recover on his own contract and not on that of his wife, and no administration to her estate would be necessary.