was that the deceased had, when applying for the insurance, returned untrue answers both as to his family history and his own mental condition—his mother having been in fact insane, and he himself having, before the insurance was effected, been confined in an asylum for the insane. The action was tried without a jury. SUTHERLAND, J., reviewed the evidence in a written opinion of some length. The contract of life insurance, he said, is a contract uberrimæ fidei; and a policy is avoided by fraud or by concealment or misrepresentation of material facts. The misrepresentations of the applicant with reference to the cause of his mother's death, the duration of her illness, and as to her previous state of health, were misrepresentations of material facts, as also the misrepresentation as to his not having been an inmate of an asylum and having had no disease of the brain. His statements were material to the contract and untrue; and the contract was, therefore, not enforceable at the instance of the plaintiff. Reference to the Insurance Act, R.S.O. 1914 ch. 183, sec. 156, sub-sec. 5; Jordan v. Provincial Provident Institution (1898), 28 S.C.R. 554; Lindenau v Desborough (1828), 3 Man. & Ry. 45; Strano v. Mutual Life Assurance Co. (1912), 3 O.W.N. 1372; Halsbury's Laws of England, vol. 17, paras, 1100, 1101. Action dismissed, and with costs if demanded. W. S. Brewster, K.C., for the plaintiff. L. V. McBrady, K.C., for the defendants.

BROOKS v. FLETCHER—SUTHERLAND, J.—DEC. 29.

Vendor and Purchaser—Agreement for Sale of Land—Lack of Definite Description in Written Agreement—Evidence to Supplement — Admissibility — Purchaser's Breach of Contract —Damages—Costs.]—Action to compel specific performance of an agreement dated the 29th April, 1915, for the purchase by the defendant from the plaintiff of the south half of lot 17 in the 4th concession of the township of Collingwood. The action was tried without a jury at Owen Sound. The defendant did not appear and did not defend. At the trial, the plaintiff elected to ask for damages against the defendant for breach of his contract. The learned Judge, in a considered opinion, said that in the written agreement the identity of the property contracted for with that owned by the plaintiff was not clear, but it was made so by extrinsic evidence properly admitted to shew what land was meant: Fry on Specific Performance, 5th ed.