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THE STANDARD LIFE ASSURANCE COM-
PANY *v.* TRUDEAU, *et al.*

*May 17.

*June 12.

Life insurance—Agency—Art. 610 C. C.—Unworthy beneficiary—Murder of assured—Exclusion from succession.

APPEAL from the judgment of the Court of Queen's Bench, appeal side (1), affirming the judgment of the Superior Court, District of Montreal, by which the plaintiff's action was dismissed with costs.

The action in which the judgment appealed from was rendered was united for the purposes of trial with an action in which Marie Trudeau, one of the respondents, was plaintiff against the appellant to recover her share of the amount secured by the policies of life insurance in question (2), and in which an appeal sought to the Supreme Court of Canada, was quashed (3), on the ground that the amount in controversy was insufficient to give jurisdiction to entertain the appeal.

* PRESENT :—Sir Henry Strong C.J. and Taschereau, Gwynne, Sedgewick and Girouard JJ.

(1) Q. R. 9 Q. B. 499.

(2) Q. R. 16 S. C. 539.

(3) 30 Can. S. C. R. 308.

The present action was against the mother and collateral representatives of the deceased for the cancellation of two policies of insurance on the life of deceased payable to his wife should she survive him, otherwise to his legal representatives. Assured was murdered by his wife and her lover, who were both convicted and executed for the murder. Deceased left a will by which he bequeathed all his property to his wife; he left no children. By a judgment of the Superior Court, District of Terrebonne, the wife was deprived of all of her rights as a beneficiary under the policies and will, thus leaving the defendants sole beneficiaries, and they claimed the amount assured under the policies. The company charged the defendants with endeavouring to take advantage of fraud and felony committed by the murderess of deceased.

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The judgment appealed from held that as there was no evidence that, at the date of the policies, assured was aware of the evil intentions of his wife, nor that she was acting as his agent in effecting the assurances, the fact that she might then have had the intention to murder and did subsequently murder her husband would not have the effect of discharging the insurer from liability upon the policies towards the legal representatives of the assured.

After hearing counsel for the parties, the court reserved judgment, and on a subsequent day dismissed the appeal for the reasons stated by Mr. Justice Würtele in the court below.

Appeal dismissed with costs.

Macmaster Q.C. and *Falconer* for the appellant.

Fitzpatrick Q.C. and *Demers* for the respondents.