

action in the Supreme Court of Ontario for the full amount—a course that was probably forced upon him because of the holding that the acceleration clause operates automatically, so that the Statute of Limitations would run, and the whole amount was due, and the demand could not be split. The defendant was not able to pay in full, but paid small sums on account; and, although ample warning was given, the defendant appeared to be unable to avail himself of the extended time offered by the plaintiff's solicitor.

An order was made for substituted service of the writ of summons by mailing—on inadequate material. Service was made by mailing, there was no appearance, and the plaintiff signed judgment. That judgment was not irregular; but the Master set it aside, on the theory that the service by mailing became operative only when the letter reached the defendant. That was a wrong view. The service was made as soon as the act authorised was done and service was completed.

The Master's order setting aside the judgment should stand; and an order should be made staying the action, under the Mortgagors and Purchasers Relief Act, 1915, upon payment of \$15 to represent the entire costs of the action and the motion under the Act.

MIDDLETON, J., IN CHAMBERS.

JUNE 30TH, 1915.

*RE STANDARD LIFE ASSURANCE CO. AND KEEFER.

Insurance—Life Insurance—Policies Declare to be for Benefit of Wife and Children—Only one Child Surviving Insured—Rights of Children of Deceased Children—Insured Dying after Act of 1912—Insurance Act, R.S.O. 1914 ch. 183, secs. 170, 171 (9), 178 (7).

Thomas C. Keefer, who died on the 7th January, 1915, had two insurances upon his life, each for £1,000 sterling, in the Standard Life Assurance Company, effected in 1850 and 1851. The Act which first enabled an insured to declare policies to be for the benefit of his wife and children was passed in 1865. In 1866, and within the period of one year limited by that Act, the insured declared each of the policies to be for the benefit of his wife and children, without naming them. He was twice married; his first wife died in 1870, and his second in 1906. Only