tion of his children, and in case the wife should marry a second time the interest to be applied for the maintenance and education of the children, and the principal to be divided among them when they attained their majority.

Held, that the testator had declared the insurance to be for the benefit of his wife and children within the meaning of R.S.O. c. 136; and therefore the proceeds were exempt from the claims of creditors.

Moscrip for the plaintiff.

Dr. Hoskin, Q.C., for the infants.

W. E. Middleton for the executors.

BOYD, C.] [Oct. 11.

RE MCMILLAN.

MCMILLAN *v.* MCMILLAN ET AL.

Devolution of estates—Mortgage by devisee within twelve months from death, no caution being registered—Validity of.

A testator died October 17th, 1891, having devised land to his son. On May 23rd, 1892, the devisee mortgaged the land for value. The executors named in the will renounced, and letters of administration with the will annexed were granted September 28th, 1892; and an order for administration having been granted December 18th, 1892, the mortgagees were made parties in the Master's office as subsequent incumbrancers on February 18th, 1893. No caution was registered under 54 Vict., c. 18 (O.), or 56 Vict., c. 20 (O.).

Held, that twelve months after the death of the testator, no probate having issued and no caution being registered, the land became vested by operation of law in the devisee or his assigns—that is, that on October 17th, 1892, the right of the personal representative ceased, whether the devisee had or had not conveyed or dealt with the land; that the mortgage was operative as between him and the mortgagee when it was made, and it became fully operative as to the land and as against the personal representatives of the testator when the year expired, in the absence of any warning that the land was needed for their purposes.

Hoyles, Q.C., for the motion

W. H. Blake, *contra*.

BOYD, C.] [Oct. 14.

RE THE TORONTO DROP FORGE CO., LIMITED.

Vendor and purchaser—Vendor's lien—Contract price for work in stock—Extra work outside of agreement—Alteration of specifications.

The owner of certain land agreed with a company to build a factory on it, according to certain plans and specifications, and when completed to convey to the company for its value in paid-up stock. During the building certain extra work was performed for the company, part of which was an alteration of a boiler house different from the plans and specifications, for which it was arranged that he was to be paid in cash.