

- T. D. Delamere, K.C., for the executors.
W. Davidson, K.C., for the infant Norval Craig.
C. S. MacInnes, K.C., for certain charities.
J. R. Meredith, for the widow.
C. G. Jones, for the Inspector of Prisons and Public Charities.

RIDDELL, J.:—The late Richard Edwards in 1883 insured his life in the London and Lancashire Life Assurance Company, for \$1,000, in favour of his wife, Jane Ann Edwards, then and now living. This was the only policy ever taken out by him in the said company, and it continued in force until his death, in January of the present year.

By his will, dated the 3rd April, 1909, he made the following provisions:—

“3. I give devise and bequeath to be held in trust (in lieu of dower) all that my freehold . . .” (describing it).

“4. I also give . . . to be held in trust (in lieu of dower) \$1,000 life insurance in the London and Lancashire Assurance Company.

“5. I give . . . to be held in trust (in lieu of dower) \$1,000 life insurance in the Independent Order of Foresters.

“6. I give . . . to be held in trust (in lieu of dower) what money I may have in any business at the time of my decease.

“7. I also give . . . to be held in trust (in lieu of dower) any share or shares I may have in any business at the time of my decease.

“8. One and all of these bequests are to be held in trust by my executors for the maintenance of my wife Jane Anne Edwards as long as she lives. At her death the residue of my estate, after paying funeral expenses, is to be divided . . . between the following . . . Mrs. Elizabeth Colquhoun, William Edwards, David Edwards, Ida Edwards, Norval Craig, Orphans’ Home, and General Hospital.

“9. If Mrs. Elizabeth Colquhoun is dead, her share goes to Mrs. Thomas J. Grigg—if dead goes to general fund. If David Edwards is dead, his share goes to general fund. If William Edwards is dead, his share goes to Ida Edwards, if she survives him; if not, her share goes to general fund. If Norval Craig is dead, his share goes to his next youngest brother.”

None of those taking in remainder comes within the preferred class of the Insurance Act, R.S.O. 1897 ch. 203, sec. 159 (2). The assured, therefore, could not make any such disposition of the insurance money as he has attempted to do by his will