

LOGIE, J., in a written judgment, said that the testator left an estate of about \$4,000, consisting of realty valued at \$1,500, two life insurance policies for \$1,000 each, and some Victory bonds.

His widow and two sons, one of age and one an infant, survived the testator.

In his will, after bequests of \$250 each to his sons, he proceeded:—

“The balance of my estate both real and personal, including my life insurances, I give . . . to my wife . . . Provided however that in case my said wife marries the said balance of real and personal property, including my life insurances, is to revert to my two sons . . . share and share alike. Provided however that my said wife may dispose of the real estate at any time and use the proceeds if required for living expenses or invest the same as directed by my executors during the time she remains my widow.”

Then followed a provision that his wife is to “support and maintain” the younger son until he attains the age of 21; then a gift and devise of all the residue of his estate to his wife; and lastly the appointment of the applicants as executors.

There was no provision as to the disposition of the property upon the death of the widow if she should not have married again.

No difficulty arose with regard to the real estate and the personalty other than the proceeds of the life insurance policies—they were the property of the widow absolutely, subject to being divested if she should marry again.

Reference to *In re Mumby* (1904), 8 O.L.R. 283.

The words “including my life insurances,” where first used, operated as a valid declaration under sec. 171 (5) of the Insurance Act, R.S.O. 1914 ch. 183: *Re Harkness* (1904), 8 O.L.R. 720; *Re Lester* (1909), 13 O.W.R. 343; and the same words, where again used, operated in the same way. The wording of sub-sec. 1 of sec. 179 is wide enough to enable the testator to control by a later declaration, to take effect in case of the remarriage of the widow, the earlier declaration in her favour, and enables him to divest her of the insurance moneys upon that event happening by nominating others of the preferred class to take these moneys in substitution for her.

Reference to *In re Canadian Home Circles* (1907), 14 O.L.R. 322.

The statute gave the insured, the testator, power, by express variation of the allotment of the insurance money, to deprive the widow of her interest therein in the event of her remarriage and give it to others of the preferred class. He did this in the latter part of the paragraph under consideration.

This being the case, and the widow being still alive, the gift over to the sons is valid, but only upon the happening of the event upon which the widow is to be divested.