

surviving Mary Duncombe, his widow. Three policies of insurance upon the life of the testator are in question: one for \$1,000, payable to his wife at his death; one for \$5,000, for the benefit of his wife, the beneficiary, providing, however, that at his death an annuity of \$250 per year for twenty years should be paid to his wife, the beneficiary; and one for \$1,000, payable at his death to his legal heirs. Clause 5 of the will is as follows:—"I give and bequeath unto my dear wife, Mary Duncombe, my household furniture and one-half of my estate, including the policies of insurance made payable to her upon my death."

W. A. Wilson, St. Thomas, for the executors.

J. M. Clark, K.C., for Mary Duncombe.

J. R. Cartwright, K.C., for the Attorney-General.

A. M. Stewart, for the official guardian.

M. F. Muir, Brantford, for Mrs. Chapin.

LOUNT, J.—*Held*, that the moneys accruing under the third policy form part of the estate, but, as to the first two policies, a trust was created in favour of the wife, a preferred beneficiary, and the trust remained in her favour up to his death, and the moneys payable under these policies formed no part of his estate. Order declaring accordingly. Costs of all parties out of the estate.

MACMAHON, J.

FEBRUARY 25TH, 1902.

TRIAL.

# OTTAWA ELECTRIC CO. v. CONSUMERS ELECTRIC CO.

*Company—Supplying Electric Light, &c.—Not Entitled to Sole Use of Streets—Other Companies Using Streets Must Keep Primary Wires at a Distance of 3 Feet from Secondary Wires—Between two Secondary Wires a Distance of 6 to 9 Inches must be Kept—Injunction—Apprehended Danger—Ground for Moving.*

Action tried at Ottawa, brought to restrain defendants from erecting or maintaining poles or wires on certain streets in the city of Ottawa, Ontario, in such proximity to those of plaintiffs as to interfere with the proper working of their system, or to constitute menace and danger to the plaintiffs, or to their employees, or to the general public.

The plaintiff company is a consolidation of other companies under 57 & 58 Vict. ch. 111 (D.) The defendant