

this case, as defined in the Privy Council in *Godfrey v. Poole*, 13 App. Cas. 497, 503. I may also note *Barling v. Bishopp*, 29 Beav. 417, 421; *Reid v. Kennedy*, 21 Gr. 86, 92. *Boustead v. Shaw*, 27 Gr. 280, 292, was a case in which the intent to delay or defeat was not made out.

The judgment of the Court is that the real and personal property in question held by the wife is available for the creditors—whose claims are to be ascertained and determined by the Master, having regard to the provisions of the Creditors' Relief Act, R. S. O. 1897 ch. 78. The mortgage on the land given to Miss Rous for \$1,500 is not to be prejudiced by this judgment. The claim of Black, who apparently holds a note for a loan made to the wife, will be dealt with by the Master. The costs of proving creditors will be added to their claims, save that as to the costs of action up to this judgment, the costs of the plaintiffs should be a first charge upon the fund raised by the sale of the real and personal property, as directed by the Master, to whom the cause is referred.

JANUARY 18TH, 1909.

DIVISIONAL COURT.

RE HAMILTON AND CANADIAN ORDER OF FORESTERS.

Life Insurance—Benefit Certificate—Designation of Insurance Moneys in Favour of "Legal Heirs" — Insurance Act, R. S. O. 1897 ch. 203, sec. 2, sub-sec. 36—7 Edw. VII. ch. 36, sec. 1—Will.

A life insurance certificate for \$2,000 was issued by the High Court of the Canadian Order of Foresters on 29th September, 1903, to one Alexander Hamilton, payable at his death to his legal heirs, in pursuance of his application for membership. Alexander Hamilton died on 9th May, 1908, leaving him surviving his widow and 8 children, 6 of whom were infants, and without having designated any new beneficiaries to receive the moneys payable under the certificate. He left a will and codicil which did not in any way refer to this life insurance certificate or to any of his life insurance.