and children revocable, which it might not be when indorsed on the policy under the statute. So long as it can be done by will, it must necessarily be revocable. The answer would seem to be that it can only be effectually done by a last will." Maclennan, J.A., says: "What is suggested is, that a will is revocable, and that the legislature did not intend the declarations which it authorised to be revocable. I do not find anything in the Act which forbids a revocable declaration. . . ."

If then a policy of insurance may be validly settled by will, and that settlement may be revoked and a new settlement made by another will, I see no reason why, if the will is revoked by marriage, it will not have the same effect. It having been held in the Jensen case that the declaration to be effectual must be by a will duly executed, in other words, that the beneficiary must claim by a valid will, it would seem necessarily to follow that if for any cause the will is revoked, there is nothing left under which the settlement can be supported. I am of opinion that the revocation of the will by marriage annuls the declaration of trust previously made by the will.

The application must be dismissed, but without costs.

BRITTON, J. JANUARY 29TH, 1909.

TRIAL.

COLONIAL LOAN AND INVESTMENT CO. v. LONGLEY.

Vendor and Purchaser — Contract for Sale of Land — Attempted Cancellation by Vendors—New Agreement with Sub-purchaser — Evidence to Establish — Negotiations with Agent of Vendors—Assignment of Rights of Original Purchaser—Sub-purchaser Taking Possession—Improvements under Mistake of Title—R. S. O. 1897 ch. 119, sec. 30—Lien—Compensation—Costs.

Action to recover possession of lot 131 in block 2 in the town of Kenora.

P. E. Mackenzie, Kenora, for plaintiffs.

Allen McLennan, Kenora, for defendant Longley.

BRITTON, J.:—The plaintiffs claim to be owners, and allege that the defendant Longley wrongfully entered into