

ever, that "what the deceased desired to do was not to part with the control of his money absolutely during his life, but to get it in the hands of the defendants for safe-keeping. In the event of his wanting any of the money during his life, he was to have it. In the event of his death, he desired that his funeral expenses and his debts be paid out of this money, and that his sister should get the balance, if any. This arrangement was testamentary in its character. The deceased thought it could be done, without the necessity of a will. This case cannot be put higher . . . than the case of where a donor delivers property to a third person for the donee. The money was delivered to a third person—if to Dr. Hillyer, to him as trustee—if to both defendants, to them as trustees—for the payment of the donor's debts. Until the authority of Dr. Hillyer was exercised, he was the agent or trustee of the donor—and until the authority was exercised the donor could revoke it; and, not being exercised before the death of the donor, it was revoked by such death. Declaration that the money on deposit in the Bank of Montreal at Bowmanville to the credit of the defendants is the property of the estate of the late Charles W. Munn. Judgment for the plaintiff for \$530.95 with interest at rate allowed by the Bank of Montreal on deposits at Bowmanville, from the 5th October, 1911. It was directed, however, that upon all the facts, and as the defendants had acted in good faith, although mistaken as to their rights, the judgment should be without costs. The judgment to be without prejudice to any claim the defendants or either of them may have against the estate of the late Charles W. Munn. F. L. Webb, for the plaintiff. D. B. Simpson, K.C., for the defendant Keyes. E. V. McLean, for the defendant Hillyer.

RE HEITNER AND MANUFACTURERS LIFE INSURANCE CO.—MASTER
IN CHAMBERS—NOV. 6.

Life Insurance—Application by Company for Leave to Pay Insurance Monies into Court—Principle on which such Orders Made.—Application by the company for leave to pay into Court \$1,000, amount of a policy on the life of David Heitner, deceased. The policy was made through the Winnipeg agency. It was payable to his wife, Robie Heitner, when issued, less than three years ago, but on the 7th February, 1912, the assured revoked this designation in favour of the Orthodox Jewish Home for the Aged at Chicago. Both of these parties claimed the pro-