

recovery of a judgment by the assignee against the father for the amount of the debt did not prejudicially affect the security.

It having been shown at the trial that an assignment of the policy had been made, but it being doubtful whether sufficient evidence of its loss had been given to warrant the admission of secondary evidence of its contents, the court allowed further evidence of such loss to be given by affidavit, under Rule 585; and such further evidence being satisfactory,

Held, that the trial judge was right in finding that an assignment according to the form in use by the insurers, and produced at the trial, had been executed by the insured and her father.

Consideration of question of costs.

M. G. Cameron and W. J. Elliott for the plaintiffs.

Fair for the defendant Lamb.

Divl Court.]

PORT ELGIN PUBLIC SCHOOL BOARD v. EBY. [Dec. 19, 1894.]

Principal and surety—Bond—Condition—Breach—Demand—Executors and administrators—Liability of sureties.

The plaintiffs' treasurer, who died before action, and two sureties on his behalf, executed a joint and several bond in favour of the plaintiffs, conditioned that he should receive, safely keep, and faithfully disburse all school moneys collected, and deliver up to the plaintiffs, *on demand*, all moneys not paid out.

Held, that there could be no recovery against the sureties upon the bond without showing a demand personally made upon the treasurer; and a demand upon the administrators of his estate was of no avail.

Shepley, Q.C., for the plaintiffs.

Shaw, Q.C., for the defendants Eby and Carroll.

D. Armour for the defendants, the Trusts Corporation of Ontario.

MEREDITH, C.J.]

KOCH v. HEISEY.

[Nov. 24, 1894.]

Will—Legacy to widow—Right to annual specific sum—Children of deceased child—Right to their parent's share.

The testator by his will bequeathed to his wife \$150 a year, payable half yearly out of the rent of his farm, until the sale thereof, which was to be three years after his death, when she was to be paid the interest on \$2,500 at 6 per cent., or the \$150. On the sale, the purchaser was to pay not less than \$3,000 in cash, and the balance as his executors might deem most beneficial. \$2,500 was to be left on mortgage or invested by the executors at interest, payable half yearly to the widow during her lifetime or widowhood, and such provision was to be in lieu of dower. Legacies of \$500 were given to each of testator's twelve children (one of whom M. was dead at the date of the will), to be paid out of the proceeds of the sale of the real estate. J., one of the sons, was to have his \$500, or a part of it, out of the first sum realized from the sale. The residue of the deceased daughter's legacy to be placed at interest and divided equally between her surviving children on their attaining twenty-one years.