Love to say in the event of the insured having had two wives, and having made a declaration in favour of his (while the first wife was living) wife generally, without naming her, whether he can apportion her share after her death in favour of his children, or of his second wife. The very object of the statute seems to be to permit the insured, in the event of the death of all the beneficiaries during his own life, to re-apportion the shares, or deal otherwise with the policy, but in the case of a modern Blue Beard, it would seem that a trust is raised by the statute in favour of the wife who shall have the misfortune (or good fortune) to outlive her lord and master.

A distinction has been drawn between the case of a policy made for the benefit of (or subsequently endorsed in favour of) the wife alone though not specifically named, and a policy made in favour of "the wife and children," and the construction put upon same has been, I understand, that in the latter case the beneficiaries cannot be separated, and that the clause in question must be considered in connection with the whole section, and that therefore the literal construction must be put upon the words "That the wife (in a policy payable to wife and children) is the one who shall be alive when the policy becomes a claim," but that in the former case, as it is not a state of things contemplated by the section (that is not a wife in whose favour along with the children a trust is raised by the statute) the wife there, though not named, means the present or then wife, *i.e.*, the one living at the time the policy is taken out, or at the date of the declaration endorsed.

Such a construction can undoubtedly be placed upon the section in question, and is reasonable, though the last two lines of the section admit of a construction the other way, shewing very conclusively the necessity for an amendment to the Act, and at all events demonstrating very emphatically how necessary and prudent it is for the party insured to be careful, when availing himself of the advantages of the Act, to name the wife he intends to benefit. It seems to me that it would be wiser to amend the law in such a way that in the event of the death of the party or parties intended to be benefitted, the insured might, as to such share or shares, be able to re-allot as he deemed proper.

RECENT ENGLISH DECISIONS.

The remaining number of the November *Law Reports* is a very small one, comprising 13 Q. B. D. p. 649-696, and 9 P. D. p. 181-217, and contains only two or three cases which it comes within the scheme of these articles to notice.

RAILWAYS—UNDUE PREFERENCE.

The first of these is the *Manchester, etc., Railway Co.* v. *The Denby Main Colliery Co.*, 11 Q. B. D., p. 674. Sec. 90 of the Railways Clauses Consolidation Act, 1845, provides (to the same effect as R. S. O. c. 165, sec. 23, sub-sec. 6) that tolls charged by railway companies for the carriage of goods shall be charged equally to all persons, and after the same rates in respect of all goods of the same description passing over the same portion of the line of railway, and that no reduction or advance in any such tolls shall be made either directly or indirectly, in favour of, or against any particular person using the railway. It appeared that the plaintiffs' railway charged one uniform set of rates per ton for the carriage of coal from about forty-eight different collieries to a number of specified places lying eastward of these collieries, and served by the plaintiffs' railway. The rates so charged were termed "group-rates." The consequence was that the coal from the collieries westernmost in the group were carried a