

Master in Chambers.]

[Oct. 13, 1904.]

BRUCE v. ANCIENT ORDER OF UNITED WORKMEN.

*Insurance—Beneficiary under policy and by will—Interpleader issue—Parties—Security for costs—Costs out of fund.*

By the terms of an insurance policy it was made payable to the wife of the insured, giving her name. He had lived for many years in this Province and with a person who passed as his wife, and by whom he had a family, and who had possession of the policy; but shortly before his death he made a will whereby he left the policy in question to a person of the same name, who resided out of the Province, whom he described as his wife and to a daughter by name. In an interpleader issue to try the right to the policy, the legatees under the will were directed to be plaintiffs, who were not required to give security for costs, the difficulty having been caused by the deceased himself; while it might be assumed that the costs of all parties would be made payable out of the fund.

W. J. Elliott, for plaintiff. F. S. Mearns, for defendant.

Master in Chambers.]

[Oct. 19, 1904.]

SHEPPARD PUBLISHING COMPANY v. HARKINS.

*Examination—Discovery—Breach of agreement—Question as to breach before proof of agreement.*

Where the plaintiff, on his statement of claim, set up an agreement whereby the defendant was to devote his whole time, during a stated period, to the plaintiffs' service, and alleging, as breach thereof, his failure to do so, and the defendant by his statement of defence, while denying the making of any such agreement, stated that, if there were such an agreement, it had been duly performed, the defendant on this examination for discovery must answer questions directed to the alleged breach without the agreement itself having been first established.

W. J. Elliott, for plaintiff. J. G. O'Donohoe, for defendant.

Anglin, J.]

RE WIGHTON.

[Oct. 24, 1904.]

*Life insurance—Bequest to wife—Subject to payment of debts.*

Policies of life insurance were, by the terms thereof, made payable to the insured's personal representatives, but, by his will, after directing the payment of his just debts, etc., out of his general estate, he devised and bequeathed to his widow, all his estate including the policies.