Held, that the grandson took a vested estate in fee simple, subject to be devested on the happening of a certain event, and that as the happening of that event had become impossible by reason of the father's death his estate became absolute and his heirs were entitled.

E. P. McNeill for the testator's executrix.

Biggar, Q.C., for testator's surviving daughter.

Shepley, Q.C., for company administrators of the testator's grandson.

BOYD, C.] [July 2.

JOHNSON *v.* ALLEN.

Elections—Ontario Election Act, 55 Vict., c. 3, s. 186—Deputy returning officer —" Wilful misfeasance"—Penalty.

In an action against a deputy returning officer by a "person aggrieved," to recover a penalty under s. 186 of the Ontario Election Act, 55 Vict., c. 3, for an alleged wilful refusal to allow the plaintiff to vote;

Held, that the word "wilful" in the section means "perverse" or "malicious"; and, although the plaintiff was deprived of his vote by the refusal of the defendant to allow him to deposit a "straight" ballot, and there was thereby a contravention of the Act, yet, as the defendant honestly believed the plaintiff was not qualified, and believed in his own power to withhold the ballot, the action failed.

Lewis v. *Great Western R.W. Co.*, 3 Q.B.D. 195, followed.

Walton v. *Ap John*, 5 O.R. 65, distinguished.

F. H. Keefer for the plaintiff.

Watson, Q.C., and *Ware* for the defendant.

Chancery Division.

ROBERTSON, J.] [June 18.

IN RE CLARK AND PROVINCIAL PROVIDENT INSTITUTION.

Life insurance—Wives and children—Debt of assured to insurers—55 Vict., c. 39, s. 39.

An application by the institution for leave to pay into court the sum of $2,000, moneys arising from an insurance or benefit certificate upon the life of one Clark, deceased, a member of the institution, less $90.26, the amount of a note given by the insured in order to secure and stay the enforcement of a judgment against him on a debt due to the institution by the insured, not however for assessments on the policy. The moneys arising from the certificate were designated in favour of the wife and children of the assured.

F. E. Hodgins, for the applicants, relied on their by-law, No. 27, which provides that "any debt, dues, or demands contracted by a member, beneficiary or beneficiaries, with the institution, shall be a charge upon or warrant suspension of his certificate."

F. W. Harcourt, for the official guardian, representing the infant children of the insured, relied on 55 Vict., c. 39, s. 39.