sub-division of the municipality if in its judgment it is thought expedient not to do so.

Harrison, K.C., for the motion. *Irwin*, K.C., for the municipality.

Anglin, J.—Trial.] [May 3.

TORONTO GENERAL TRUSTS CORPORATION *v.* KEYES.

Gift—Fund deposited with trust company in names of donees—Executed trust.

Mrs. P. deposited with the plaintiffs $3,000 in the names of three of her relations, the defendants, $1,000 for each, and obtained from the plaintiffs three documents acknowledging the the receipt from each of the defendants of $1,000 "in trust for investment," and guaranteeing the payment of interest. Mrs. P. informed the three defendants of what she had done, saying that the money deposited was theirs and they could draw it. She, however, retained the receipts in her own possession, where they remained until her death, and did not inform the defendants of their existence. The cheques for the interest which occurred during Mrs. P.'s lifetime were made payable to the three defendants, but were indorsed by them in favour of Mrs. P., and were cashed by her for her own benefit.

Held, that there was a complete and executed trust created by Mrs. J., enforceable by the defendants, the cestuis que trust.

Gorman, K.C., for plaintiffs. *H. Fisher*, for defendants.

Mulock, C.J., Anglin, J., Magee, J.] [May 5.

RE KEMP.

Life insurance—Declaration in favour of wife and children—Variation in favour of creditor beneficiary—Intention to exonerate estate from the debt—Invalidity—Trust—Improper exercise of power.

By sub-s. 1 of s. 159 of R.S.O. 1897, c. 203, the insurance money payable under a benefit certificate to preferred beneficiaries is constituted a trust fund therefor, and so long as any object of the trust remains shall not be subject to the control