

HIGH COURT DIVISION.

MEREDITH, C.J.C.P.

MARCH 18th, 1918.

\*RE MONKMAN AND CANADIAN ORDER OF CHOSEN FRIENDS.

*Insurance (Life)—Change of Beneficiary—Declaration in Writing—Sufficiency—Insurance Act, R.S.O. 1914 ch. 183, sec. 171 (5)—Will—Intention of Testator—"Personal Estate"—Inclusion of Insurance Moneys.*

Motion by Ellen M. Monkman, widow of John Wesley Monkman, deceased, for an order for payment out of Court of a sum paid in by the Canadian Order of Chosen Friends, representing an insurance upon the life of the deceased.

The motion was heard in the Weekly Court, Toronto.

A. R. Hassard, for the applicant.

J. M. Godfrey, for the mother, father, and a brother of the deceased.

F. W. Harcourt, K.C., Official Guardian, for an infant and for one Orr Monkman.

MEREDITH, C.J.C.P., in a written judgment, said that the mother, father, and brother were the beneficiaries named in the policy. The applicant relied on a will executed by the deceased as effecting a change. The deceased was a soldier on active service. The deceased did not in the will identify the policy, and did not in fact refer to a policy or to insurance moneys at all, but he did say in it, "My personal estate I bequeath to my wife." The will was on a printed form; and, immediately under the signature of the testator, were printed, not in the margin, but in the body of the form, the words: "N.B. Personal estate includes pay, effects, money in bank, insurance policy, in fact everything except real estate."

The learned Chief Justice was of opinion that the words contained in the will constituted a sufficient declaration under sec. 171 (5) of the Insurance Act, R.S.O. 1914 ch. 183, so as to substitute the widow as sole beneficiary of the insurance money for the beneficiaries named in the policy.

Reference to *In re Cochrane* (1908), 16 O.L.R. 328; *In re Jansen* (1906), 12 O.L.R. 63; and *Re Baeder and Canadian Order of Chosen Friends* (1916), 36 O.L.R. 30.