

Statute of Distribution, as it appears to me, is not a designation as a preferred beneficiary of the person who is entitled to take, though he may happen to be a member of one of the classes who are called "preferred beneficiaries."

As I understand what was decided by my late brother Lount in *In re Duncombe*, 3 O. L. R. 510, 1 O. W. R. 153, he was of the same opinion as that which I have just expressed. See pp. 511, 512, of 3 O. L. R.

I come, therefore, to the conclusion that the declaration of September, 1901, was revocable and was revoked, and that John Arthur Farley is not entitled to the fund.

The costs of all parties should, I think, be paid out of the fund.

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ANGLIN, J.

MARCH 31ST, 1905.

TRIAL.

LABOMBARDE v. CHATHAM GAS CO.

*Negligence — Electric Wire Left on Ground — Injury to Passers-by—Liability of Gas Company—City Corporation —Immediate Cause of Injury—Damages—Costs.*

Action for damages sustained by plaintiffs caused by contact with a guy wire of defendants the corporation of the city of Chatham, which had become "live" by being thrown across or laid over one or two power wires of defendants the Chatham Gas Co.

G. A. Sayer, Chatham, for plaintiffs.

M. Houston, Chatham, and F. Stone, Chatham, for defendant Gas Company.

W. E. Gundy, Chatham, and J. M. Pike, Chatham, for defendant city corporation.

ANGLIN, J.:—Plaintiffs offered no direct evidence to shew how the wire became loose, no evidence to shew how it came to be across the wires of defendant gas company. The evidence adduced by plaintiffs was that on the evening preceding the accident this guy wire was lying loose upon the ground. One employee of defendant gas company, who was stringing wires on their poles on Van Allen street, saw this wire loose, and he says that there were 3 or 4 feet of it upon the ground. He did not notice that it was over the wires of the gas company,