

lief of title continued to make improvements; and it was not until some seven years afterwards, when another notice had been served in her, that an action was brought to recover possession, the bulk of the improvements having been made during the period between the two notices.

*Held*, that the defendant was entitled to the value of her improvements and a reference was directed.

*Gorman*, K.C., and *Russier*, for plaintiff. *G. F. Henderson*, for defendant.

Teetzel, J.]

[June 22.

RE HENDERSON AND CANADIAN ORDER OF FORESTERS.

*Life insurance—Wife sole beneficiary—Death of wife during insured's lifetime—Absence of further designation—Right of children to insurance money in equal shares.*

Where the sole beneficiary designated in a policy, died during the insured's lifetime, and no further designation of the said insurance moneys was made by the insured, the insured's children are, under R.S.O. c. 230, as amended by 4 Edw. VII. c. 15, s. 7 (O), entitled to the insurance moneys in equal shares.

*Middleton*, *Harcourt*, and *McKay*, for various parties.

## Province of Manitoba.

### KING'S BENCH.

Full Court.]

GREY v. STEPHENS.

[June 25.

*Contract—Delay in completion of—Liquidated damages—Provision for written notice of claim for extra time allowance—Effect of ordering extra work after expiration of time for completion.*

The plaintiffs' contract required him to complete the carpenter work on a building for defendant by 15th September, 1903, and provided for payment of a penalty of \$20 per week for every week that the work remained uncompleted after that date, provided that no just cause prevented such completion.