

Money from an insurance policy is payable according to its terms, and does not become part of the estate unless it has been included in the will. If not mentioned in the will the executors have nothing to do with it. Whether mentioned in the will or not, it is free from all claims of creditors if payable to wife or children or other preferred beneficiaries.

In the matter of insurance, however, if the money is made payable to the wife, who dies before the testator, then in that case the money will fall into and become part of the estate.

Where a will is made and any portion of the property of deceased was not disposed of in the will, it falls to the heirs as though no will had been made, and the executors must divide it among them according to law and without regard to the bequests in the will, unless there is a residuary clause, in which case it would fall under that clause.

Property bequeathed in trust to executors to pay over the income to a certain person for a term of years or for life is a separate trust, and must be kept separate from the rest of the estate, and must not be used for payment of debts, except in the event that there is not sufficient other property.

Where there is a deficiency of assets to pay debts it shall be distributed *pro rata*, without preference, among them all. A debt due an executor has no preference over others, neither has a judgment.

Property in another province or country must be managed according to the laws of that province or country, no matter where the testator lived. Where there is doubt as to certain legacies to whom to pay, the executors may pay the money into court and in that way free themselves from liability.

In the matter of dower, in a case where the wife has been absent and unheard of for seven years, the law presumes that she is dead, so that after that length of time the executors are protected from personal liability in paying the whole estate over to the heirs. *Giles v. Morrow*, 1 O.R., 527.

Those who may assert that the absent one is alive after that length of time must be prepared to prove it. *Wing v. Angrave*, 8 H.L., Cases 183.

Executors are to endeavor to collect in all debts within a reasonable time or they become personally liable for any loss that occurs, especially those debts standing out upon personal security. To allow a debt to outlaw would be deemed culpable neglect, and the executors would by law be required to make it good.

Executors must not pay a debt of the testator that has been barred by statute unless the will so directs.

**Form of Will.**—The following form of will covering various kinds of bequests may be found useful as a guide to those not accustomed to writing wills, and shews the method of filling in the Legal Will Form.

I, William Smith, of the City of Toronto, in the County of York, merchant, being of sound and disposing mind and memory, hereby make and publish this my last will and testament revoking all former wills made by me at any time heretofore.

1st. I hereby appoint my wife, Harriet Amelia, my son Clarence, and William King, all of the City of Toronto, in the County of York, to be executors of this my last will, directing the said executors to pay my just debts, funeral and testamentary expenses out of my estate as soon as conveniently may be after my decease.

2nd. After the payment of my said debts, funeral and testamentary expenses, I give, devise and bequeath all my real and personal estate which I may now or hereafter be possessed of or interested in, in the following manner; that is to say:

3rd. I give, devise and bequeath to my beloved wife, Harriet Amelie (in lieu of dower), without impeachment of waste, all that my freehold, with buildings and appurtenances thereto belonging, known as lot No. 6, in the second concession of the Township of Ancaster, County of Wentworth, and Province of Ontario, containing by admeasurement one hundred acres, be the same more or