

matter of business, although there was no actual evidence as to that. The learned Judge had no doubt at all, however, that when the deceased executed the assignment he was able fully to understand, and did understand, its nature and effect, and intended to dispose of the insurance money in the way he purported to dispose of it: *Badenach v. Inglis* (1913), 29 O.L.R. 165. The issue is found in favour of the wife and child. Their costs and the society's costs to be paid by the society out of the fund, \$15 to each. This leaves \$1,322.50 in the society's hands. Upon payment of \$440.84 into Court to the credit of the infant, and \$881.66 direct to the widow, and upon satisfying the Official Guardian that the funeral and burial expenses have been paid as alleged, they will be discharged from liability under the certificate. A. F. May, for the society. W. L. Scott, for Bridget Moore. J. R. Osborne, for Celina Moore. J. F. Smellie, for the Official Guardian, representing the infant.

RE FINLAY AND DARLING—MIDDLETON, J.—MARCH 16.

Will—Construction—Devise — “Heirs” — Estate Tail — Vendor and Purchaser.]—Motion by the vendor, under the Vendors and Purchasers Act, for an order declaring that he can make a good title in fee to land devised by the will of B. J. Finlay, deceased. On the hearing of the motion, it was directed by the Court that notice should be given to those interested in opposing the vendor's contention. This was done, and one of the persons interested appeared, but no more. MIDDLETON, J., said that the word “heirs” used in the will was by the will shewn to be equivalent to “heirs of the body,” and the devise in the last clause was a gift of the remainder to the “surviving members of my family.” The devise to “Humphrey Finlay and his heirs” gave him an estate tail, and by proper conveyance he could bar the entail and convey in fee. Order so declaring. No order as to costs. F. D. Kerr, for the vendor. C. A. Moss, for the purchaser. W. J. Elliott, for one of the heirs of the testator.

ACRES v. CONSOLIDATED INVESTMENTS LIMITED—LENNOX, J.—
MARCH 20.

Contract—Rescission—Fraud—Return of Money Paid.]—An undefended action, tried at the Ottawa Weekly Court on the 13th March. The defendants, a foreign company, were served with the writ of summons and statement of claim by delivery thereof to their president at Edmonton, where the company carried on business. No appearance having been entered and no