

Century Dictionary; and again in the Oxford Dictionary, sub voce, "specially in commerce, a kind of thing produced from a sale, an article of commerce, an object of trade. In plural, goods, wares, and merchandise." The same in the Standard Dictionary.

Standing timber along defendants' line of road was therefore not covered by the policies.

It by no means, however, follows that the policies were void or inofficious, since there was abundance of other property in which plaintiffs had a statutory insurable interest which was effectively insured thereby.

I think plaintiffs have entirely failed upon the evidence to shew that insurance of standing timber was a matter about which they were bargaining with the insurance company, in the sense that they brought it to their notice that their application for insurance was intended to include it. The description of the subject matter of the insurance was prepared by plaintiffs, and the policies attached upon everything which defendants were capable of insuring. The premiums therefore cannot be recovered back.

I agree therefore with the judgment of the Court below in thinking that the action fails on both grounds, and would dismiss the appeal.

TEETZEL, J.

FEBRUARY 22ND, 1906.

WEEKLY COURT.

RE TURNBULL.

*Will—Construction—Control of Estate—Life Interest—
Intestacy—Statute of Distributions—Right of Next of
Kin of Life Tenant to Share.*

Motion by executors of will of Alexander B. Turnbull for order determining a question arising under the 2nd paragraph of the will, which was as follows: "If I predecease my wife Harriet Turnbull, I bequeath to her the whole control of my real and personal estate, as long as she lives." By the 3rd and 4th paragraphs the testator gave, after the death of his wife, his real estate (farm) and the stock and implements appertaining thereto, to certain of his step-children. The will contained no residuary clause. Besides the stock and implements, testator's personal estate consisted of a