

*Held*, that the will so procured could not stand.

*Semble*, also, that upon the proper construction of the words of the second will, "I give . . . all my estate . . . to my sister . . . for her own use, with power to sell or dispose of the same as she may see fit . . . and after the death of my said sister I desire the remainder of my estate, if any, to be equally divided between," etc., the sister was entitled to a life estate only.

Judgment of MABEE, J., reversed.

*Kelly*, for plaintiff. *J. B. Dow*, for O'Connor. *David Henderson*, for Attorney-General.

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Teetzel, J.]

[June 12.

LESLIE v. TOWNSHIP OF MALAHIDE.

*Municipal corporations—Contract—Necessity for seal.*

The only exceptions to the rule that a corporation can only act by its seal in regard to, (1) Insignificant matters of every day occurrence or matters of convenience amounting almost to necessity, (2) Where the consideration has been fully executed, (3) Contracts in the name of the corporation made by agents or representatives who are authorized under the seal of the corporation to make such contracts.

*Held*, that in this case a settlement come to in respect to certain claims against it was not binding on the defendant corporation as not coming under any of the above heads.

*Middleton*, for plaintiff. *Cameron*, for defendant.

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Falconbridge, C.J.K.B., Britton, J., Riddell, J.] [June 17.

WILLIAMS v. ANCIENT ORDER OF UNITED WORKMEN.

*Life insurance—Benefit society—Change of beneficiary—Wife of member—Foreign divorce—Validity—Estoppel—Re-marriage—Second wife and adopted daughter—Claim of.*

The deceased was married in 1860 in one of the United States to M., where they both resided until 1886, when in consequence of his becoming amenable to the criminal law he left and came to Canada where he had since resided, the wife re-