

premiums paid by her since the beginning of September, 1913, with interest on the sums so paid from the respective dates of payment. If the parties do not themselves arrange as to these certificates, the learned Judge may be spoken to about them.

At the time of the alleged marriage in 1904, and before that, the defendant was aware that the plaintiff had been married to Murphy, but he denied that he had any knowledge that Murphy was then living. The learned Judge found, however, that not only had the defendant no proof that Murphy was not living, but he was aware that there was doubt as to whether Murphy was dead.

In all the circumstances of the case, it was not one in which any order as to costs should be made.

An order for interim alimony was made pending the action, and was not appealed against or set aside. The defendant was in default under the order until the opening of the sittings at which the action was tried, when he produced the amount, which was deposited with the Registrar. Had he obeyed the order promptly, this money would have been in the plaintiff's hands, and it should now be paid to her.

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MIDDLETON, J.

MAY 22ND, 1919.

RE SMITH TRUSTS.

*Settlement—Construction of Trust-deed—"Beneficiary"—Issue—  
Inclusion of Grandchild.*

Motion by the trustees under a settlement for an order declaring the construction of the trust-instrument as affecting the rights of Francis A. Harrison and his infant son in regard to the property settled.

The motion was heard in the Weekly Court, Toronto.

T. L. Monahan, for the trustees.

E. T. Malone, K.C., for Francis A. Harrison.

F. W. Harcourt, K.C., Official Guardian, for the infant.

MIDDLETON, J., in a written judgment, said that the trustees held certain property conveyed to them by the settlor in 1893, upon trust, to permit his daughter Frances A. Harrison to occupy the premises conveyed for her life, and upon her death to permit any child or children who might survive her (or her grandchild or grandchildren if there be no child surviving) to occupy the premises for the period of 20 years after her death, the trustees having