

insurance moneys paid in by the Ancient Order of United Workmen. On 9th December, 1881, this society issued to the testator a beneficiary certificate for \$2,000, payable to his wife Elizabeth Snyder, the beneficiary named in the certificate, on the death of the assured. Elizabeth Snyder died on the 10th March, 1889. The testator married again, some years later. On the 16th April, 1895, he indorsed on the certificate a revocation of the direction as to the payment of the insurance, and directed such payment to be made "to my children, as directed by my will." He died on the 22nd March, 1902, having on the previous day made his will, probate of which was granted to the executors now applying. By the terms of the will, the executors are to sell and convert all the estate into money as soon as they may find it profitable so to do; they are to provide a residence for the widow, and to pay her a life annuity of \$250; and, subject to such annual payment, "my executors shall divide all the rest and residue of my estate between my children, share and share alike, as follows: one-quarter of the share of each child to be paid to him or her respectively when he or she attains the age of 21 years; another quarter . . . when he or she attains the age of 25 years, another quarter . . . when he or she attains the age of 30 years; and the balance . . . when he or she attains the age of 35 years." The testator left six children: Herbert M. (39); Alfred H. (36); Minnie E. (34); Alberta L. (21); Florence M. and Clayton H. (infants). By the Insurance Act, R. S. O. ch. 203, sec. 151, sub-sec. 6, as amended by 1 Edw. VII., ch. 21, sec. 2, sub-sec. 7:—"If one or more of the beneficiaries die in the lifetime of the assured, and no apportionment or other disposition is subsequently made by the assured, the insurance shall be for the benefit of the surviving beneficiary or beneficiaries in equal shares, if more than one; and if all the beneficiaries die in the lifetime of the assured, the insurance shall be for the benefit, in equal shares, of the surviving infant children of the deceased, and if no surviving infant children, then the benefit of the contract and the insurance money shall form part of the estate of the assured." The assured could, on the death of his wife—the sole beneficiary, of the preferred class—under sub-sec. 3 of sec. 151, by instrument in writing attached to or by indorsement on or identifying the said contract by a number or otherwise, have substituted new beneficiaries, of the preferred class, which includes children (sec. 59, sub-sec. 2).

E. E. A. DuVernet, for the applicants.

F. W. Harcourt, for the official guardian.