

The Ontario Weekly Notes

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No. 47.

MEREDITH, C.J.C.P.

AUGUST 5TH, 1910.

RE EARL.

Life Insurance—Policy Made Payable to Wife of Assured—Declaration Indorsed on Policy—Effect of Will—Change of Beneficiary.

Motion by the executors, under Con. Rule 938, for the determination of a question arising on the will of Thomas Earl, dated the 7th July, 1908, viz., whether the will operated upon a policy of the Canadian Home Circles dated the 10th October, 1887, on the life of the deceased, which, by a declaration indorsed upon the policy, he had made payable to his wife, Elizabeth Anne Earl.

A. J. Russell Snow, K.C., for the executors and for Clara McCreary, Adelaide L. Smith, and Arthur Albert Earl.

J. Douglas, for Elizabeth Anne Earl.

MEREDITH, C.J.:—By the will the testator devised his estate, real and personal, to the trustees “to be sold and converted into cash and divided as follows: one third of the same (which includes the money that shall come from the Home Circles) to be invested for my present wife, and the interest arising therefrom paid her during her lifetime, and after her death the principal to be equally divided among my children, share and share alike. The other two thirds, after deducting \$300 for a monument to be erected to the memory of my former wife and myself, to be equally divided between my children, share and share alike.”

The only words which may have been intended to refer to the policy in question are those contained in the parenthesis, and I am bound by the decision of a Divisional Court in *In re Cochrane*, 16 O. L. R. 328, to hold that there is nothing in the will which