

RE EDWARDS—MIDDLETON, J., IN CHAMBERS—MAY 11.

*Life Insurance—Death of Sole Preferred Designated Beneficiary in Lifetime of Insured—Right of Widow where no Children—Insurance Act, R.S.O. 1914 ch. 183, sec. 178(7)—Opposition of Executor of Deceased Beneficiary—Costs.*]—Motion by Laura B. Edwards for payment out of Court of insurance moneys paid into Court by the insurers of the life of Percival James Edwards. The policy or certificate was made payable to the late Charlotte Edwards, mother of the insured. She predeceased him, leaving a will, of which the father, Charles Henry Edwards, was appointed executor. The insured left him surviving his widow, Laura B. Edwards; he had no children. The widow claimed to be entitled to the money under the provision of sec. 178(7) of the Insurance Act, R.S.O. 1914 ch. 183, that, upon the death of a sole preferred designated beneficiary during the lifetime of the insured, in the absence of any declaration by the insured (save in cases which do not arise here), the insurance shall be for the benefit of the wife and children in equal shares. Held, that, as there is the wife, and no child, the wife takes the whole. The whole trouble having been occasioned by the unfounded claim of the father, he ought to bear the costs occasioned by the payment of the money into Court and of this motion for payment out. Unless the widow is willing, for the sake of harmony in the family, to waive this, the order will so provide. R. C. Le Vesconte, for the applicant. H. H. Shaver, for Charles H. Edwards.

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WALLACE V. CLAPP—MIDDLETON, J.—MAY 12.

*Chattel Mortgage—Injunction—Terms.*] — Motion by the plaintiffs for an injunction restraining the defendant from assigning or dealing with or taking proceedings upon a chattel mortgage of a stock of goods, executed by the plaintiffs in favour of the defendant. The learned Judge granted an injunction as asked until the trial, upon the plaintiffs undertaking not to deplete the stock below its present value and not to sell otherwise than in the usual course of trade, and to give (on oath) to the defendant a monthly statement of the sales and purchases and other outgoings; the defendant to be at liberty to move at any time to dissolve or vary the injunction. Costs in the cause. McGregor Young, K.C., for the plaintiffs. C. A. Moss, for the defendant.