

her natural life for her own personal use absolutely which bequest I declare to be in lieu of all dower in my estate.

"(5) To pay the income arising from the remaining half of the said trust fund to my wife for the purpose of being expended by her in the education and maintenance of my infant children."

Two of the companies whose policies were payable to the widow, as already indicated, paid the amounts thereof to her. The other eleven companies, whose policies aggregate in value \$13,288.17, required the executors of the estate to receive the insurance moneys under said policies and to discharge the companies from liability. The executors say that they considered these policies to be payable also to the widow, and it was not until the companies required them to receive the money and discharge the policies that they found themselves "compelled to intermeddle with the funds and become responsible for the administration of the same." The moneys payable under said eleven policies, with the exception of one, were paid to them before the 1st August, 1912, and the amount payable under it on the 6th August, 1912.

The executors asked upon this application for the determination of the following questions:—

"1. Do the following words used by the testator 'I give, devise, and bequeath all my real and personal estate including my life insurance policies, of which I may die possessed,' constitute a variation of the policies of insurance of the testator which, by the express terms of the policies, are made payable to Sarah E. Stewart, wife of the assured and now his widow, and in case she should predecease the assured, then to his estate, and are the words used a sufficient identification of same?

"2. Has the testator by his will altered the apportionment of the insurance moneys secured by the various policies, or are the moneys payable only as directed by the policies of insurance, and in accordance with the terms of the said policies, and the various indorsements thereon?

"3. Does the said general clause in the will of the testator or any other clause therein contained except paragraph 2, affect or control the disposition of the insurance moneys of the deceased?

"4. Can the executors pay to Mrs. Sarah E. Stewart the proceeds of policies mentioned in paragraph 9, (d) of the affidavit of Charles Julius Mickle filed on this motion, as