

the word may be taken in the sense it sometimes bears of one of several: *New Haven Young Men's Institute v. City of New Haven* (1891), 60 Conn. 32, at p. 39. Here, I think, there is a manifest intention to devise to Miss Gillespie every house which might belong to the testatrix at the time of her death, whether the same was held in connection with freehold or leasehold lands.

Accordingly, there will be a declaration that the leaseholds in Toronto and the freeholds in Port Hope and Bowmanville have passed by the will to Mrs. Fleming.

Costs of all parties out of the estate.

RE REDDOCK AND CANADIAN ORDER OF FORESTERS—BRITTON, J.,
IN CHAMBERS—APRIL 27.

Life Insurance—Designation by Insured of Wife as Beneficiary under Certificate of Benevolent Society—Subsequent Will Designating another Beneficiary—Trust—Issue—Adjudication—Costs.]—Application by Jane Reddock for payment out of insurance moneys paid into Court by the Canadian Order of Foresters. Adam Reddock in his lifetime held a certificate of the Canadian Order of Foresters, dated the 17th January, 1888, for the sum of \$1,000, payable to the person or persons who should be named, subject to certain provisions and conditions. This certificate was first designated as payable to the executors or administrators of Adam Reddock; but, on the 17th January, 1913, he endorsed on the certificate a revocation of the former direction and designation and directed payment to be made to his wife, the present claimant, Jane Reddock. On the 1st August, 1913, Adam Reddock made his will, thereby assuming to bequeath this sum of \$1,000 to the claimant Alexandrina Burt, stating the bequest to be in consideration of her having provided him with board and lodging and nursing. He died on the 8th August following. The money was claimed by each of the claimants. The Canadian Order of Foresters then obtained an order for leave to pay the money into Court, and by that order an issue was directed to be tried between Jane Reddock and Alexandrina Burt to determine which of the two was entitled to the money. The parties afterwards consented that the question should be determined by a Judge in Chambers upon an application by Jane Reddock for payment out to her of this money, and this application was made accordingly. BRITTON, J., found that,