part of the estate of the deceased: R. S. O. 1887 ch. 136, sec. 5; and by sec. 10 it is to be paid so as to be "free from the claims of creditors." The disposal of the moneys by the will is inoperative, and the last certificate alone speaks, by which it goes to "her legal heirs," and the three children answering that description are named and referred to in a sufficient "designation" to carry out the wishes of the deceased as expressed in the certificate. In the Oxford Dictionary "designate" is defined as "to point out," "to point out by name or descriptive appellation." The will refers to "my son John Arthur Griffith," "my daughter Lizzie Maud," "my daughter Lena," and "my three children." Therefore the insurance money and its accretions in Court go equally among these three children as "legal heirs designated" in the will pursuant to the certificate: Moffet v. Catherwood, Alc. & Nap. 472; Mearns v. United Order of Workmen, 22 O. R. 34.

It was argued that a case of election arises in respect of this clause in the will disposing of the insurance moneys to pay debts by which the children must choose between the insurance moneys (given away from them by the will) and the other benefits validly given to them by the will. . . . The will does not present a case of election, though the claim to the insurance moneys under the certificate may be contradictory of the direction to pay debts therewith: see Huggins v. Alexander, cited in East v. Cook, 2 Ves. Sen. 31. The question arises only in respect of the mortgage debt due on the farm. But by the terms of the will the payment of that debt is primarily charged on the Parham and Sydenham lots, and these were sold, and the proceeds applied as directed by the will, but a balance of $347 was still left on the mortgage, which was paid by the executor George Howes out of his own moneys. Justice will be done by letting that stand as a charge in his favour on the farm, collectable when the two Griffith children attain 21, without interest.

On the general point as to election, the rule laid down by Pearson, J., in Re Warren, 26 Ch. D. 219, and followed by the Court of Appeal in Re Handcock, 23 L. R. Ir. 34, is applicable. The statute controls and limits the destination of the insurance moneys, and the testatrix must be taken to know the law, that her direction was nugatory, and the will is to be read as if the invalid clause were expunged: Heath v. Greenbank, 1 Ves. Sen. at p. 307.

The bequest to Lena of $300 fails, because it was to be paid out of the proceeds of land, which proved insufficient.

The conveyance of the farm by the executors to George Howes in fee simple is in violation of the will. By the will