

him was liable as for a breach of trust in being a party to the allotment of the shares as fully paid up, as well as in putting them off on his transferees to the prejudice of the company as fully paid up shares, and might properly be made liable under s. 83 of the Act.

W. M. Douglas, K.C., for shareholder. W. H. Blake, K.C., for liquidator.

Falconbridge, C.J.K.B.]

[June 11.]

IN RE JANSEN.

Insurance—Apportionment of benefits between wife and children—Preferred beneficiaries—Instrument in writing—Invalid will.

A document intended to operate as a will, but wholly invalid as such, cannot be treated as an instrument in writing under s. 160, sub-s. 1, of the Ontario Insurance Act, R.S.O. 1897, c. 203, whereby the assured may by an instrument in writing attached to or endorsed on or identifying a policy by its numbers or otherwise vary a policy or declaration or apportionment previously made in respect to the benefit to be taken under a policy by wife or children respectively.

Laidlaw, for widow. A. G. F. Lawrence, for five children.

Province of Manitoba.

KING'S BENCH.

Full Court.]

SINCLAIR v. RUDDELL.

[May 7.]

False imprisonment—Reasonable and probable cause—Malice—Malicious prosecution—Application for new trial—Putting questions to jury—Misdirection—Evidence as to character of plaintiff.

The defendant McKay, a peace officer, at the request of the defendant Ruddell, arrested the plaintiff on suspicion of having