

A reference to the book, exhibit 3, shews that the original declaration is not included within the scope of that agreement. He did not agree to a change in the fundamental declaration, which in fact remains in force, save as altered under the authority of the statute of 1903.

In the beneficiary certificate the only reference is to the laws, rules, and regulations—the same wording as in the application, except that it leaves out the word “constitution.” There is no agreement as to changes, and no reference to the fundamental declaration.

None of the cases cited seem to affect the right of a member after he has become a creditor, having complied with the regulations, and being entitled thereby to a certain sum of money, his right to which arises independently of his remaining a member of the Order; and we think a right had accrued to the respondent which made him a creditor, and therefore entitled to enforce his rights by action before the amendment of 1914 was made.

No case has been cited enabling a society, when it has become a debtor, to forfeit or impair its creditor's right to his debt, or to postpone its payment, or to make that payment conditional upon further payments by the creditor.

Mr. Jones argued that, at all events, the judgment should be varied by providing that payment to the respondent should be made out of a fund called the “Life Expectancy Fund.” In view of the amendment of 1897, which made the “Beneficiary Fund” the fund out of which life expectancy benefits were to be paid, it is impossible now to cut down the respondent's rights by declaring that they are limited to payment out of a part of that fund, or out of a fund which exists apart from it. He is entitled to be paid the amount as declared by the judgment, without discrimination as to its source.

For these reasons, we think the appeal should be dismissed with costs.