

THE COURT was of opinion that, in the admitted circumstances of the case, its discretion should not be exercised in favour of the motion.

No opinion was expressed as to the validity or otherwise of the by-law.

Motion dismissed with costs.

OCTOBER 4TH, 1915.

***RE STANDARD LIFE ASSURANCE CO. AND KEEFER.**

Life Insurance—Policies Declared to be for Benefit of Wife and Children—Rights of Children of Deceased Children—Retrospective Legislation—Insurance Act, R.S.O. 1914 ch. 183, secs. 170, 171 (9), 178 (1), (7).

Appeal by Charles H. Keefer from the order of MIDDLETON, J., 8 O.W.N. 559, 34 O.L.R. 235.

The appeal was heard by FALCONBRIDGE, C.J.K.B., RIDDELL, LATCHFORD, and KELLY, JJ.

H. M. Mowat, K.C., for the appellant.

F. W. Harcourt, K.C., for the infant respondents.

G. L. Smith, for the adult respondents.

THE COURT dismissed the appeal with costs.

OCTOBER 4TH, 1915.

***GRANT'S SPRING BREWERY CO. LIMITED v. E. LEONARD & SONS LIMITED.**

***E. LEONARD & SONS LIMITED v. GRANT'S SPRING BREWERY CO. LIMITED.**

Sale of Goods—Warranty—Defects—Bad Workmanship—Possible Cause of Defects—Evidence—Causal Connection—Repairs—New Evidence—Motion for Leave to Adduce.

Appeals by both companies from the judgment of MÈREDITH, C.J.C.P., at the trial, dismissing both actions without costs.

The first action was brought to recover damages for a breach of warranty upon the sale of two boilers; and the second action was brought to recover a sum for work done by the Leonard