consequence the beneficiary, had under the certificate. It can not avail that he did not know, if in fact he did not know, which does not appear; the constitution and by-laws are binding, even on those who do not know their provisions.

Any possible doubt which might otherwise have lingered must disappear before the case in our own Court of Appeal, Stamford v. Imperial Guarantee and Accident Insurance Co., 18 O. L. R. 562, and such cases as Thomas v. Masons' Fraternal Accident Association of America, 71 N. Y. Supp. 692. . . .

The answer to the question must be that the defendants are not liable at all.

The plaintiff will pay the costs.

MASTER IN CHAMBERS. NOVEMBER 10TH, 1909.

DOMINION IMPROVEMENT AND DEVELOPMENT CO. v. LALLY.

Consolidation of Actions—Practice—Stay of Proceedings—Costs—Rules 206, 312, 313.

Motion by the defendants to stay this action until the final determination of a former action.

Both actions were between the same parties, and for the same relief, viz., damages for trespass and a declaration of the plaintiffs' title to land.

There were two companies of the same name and composed of the same persons, one company incorporated in New York and the other in New Jersey.

The first action was brought by the New York company, and at the trial it appeared that the title to the land in question was in the New Jersey company. The trial was thereupon postponed.

Subsequently the New York company obtained a conveyance from the New Jersey company, and brought this action, the other still pending.

Featherston Aylesworth, for the defendants.

Grayson Smith, for the plaintiffs, asked to have the actions consolidated.

THE MASTER:—The facts here are unusual—perhaps unprecedented. No recourse can be had either to Rule 206 or Rule 313—and yet it would be contrary to the spirit of the Judicature Act,