dated only in so far as they converted the one payment of $1,000 at the age of seventy into ten equal annual payments beginning at that time. That legislation cannot be interpreted as a warrant for the direct wiping out of all that remains unpaid of that $1,000, as the defendants' by-law of 1914 purports to do; nor for indirectly effecting the same purpose in increased assessments greater than, or equalling, the annual payments not yet made. The legislation treats the $1,000 as an existing debt, as it in fact was, payable at the specified time, the payment of which, in ease of the defendants, was postponed, but not otherwise hampered.

As to the $1,000 payable at death, the contract of insurance did not directly provide for the assessment-premiums; they were provided for in the by-laws of the society, subject to which the contract of insurance was made; and the plaintiff expressly and plainly agreed in effect that such by-laws might be changed. And it is admitted, or not otherwise contested, that these changes in the by-laws were regularly made, and made in good faith; and indeed it cannot be said that, under all the unfortunate circumstances of the society and its members, they are unreasonable.

This judgment will not, of course, affect any right the plaintiff's daughter, Clara R. Grainger, may have—if any—under the beneficiary certificate in question, as she is not a party to the action.

KELLY, J.   JUNE 13TH, 1914.

CITY OF LONDON v. GRAND TRUNK R.W. CO.

SUMMERS v. GRAND TRUNK R.W. CO.

Railway—Level Highway Crossing—Destruction of Vehicle by Train—Injury to Person in Vehicle—Negligence—Contributory Negligence—Findings of Jury—Damages.

The first action was for damages for the destruction of a motor fire engine and truck struck by a train of the defendants at a level crossing; and the second action was for damages for personal injuries sustained by the plaintiff, a fireman, who was on the truck when it was struck by the train.