

judgment should be entered for the plaintiff for \$2,367.68 and interest from the 20th December, 1916, and judgment for the defendant on his counterclaim for \$1,458.93 and interest from the same date and also for the interest, if any allowed by the bank, on the sum of \$166,900 from the date upon which the plaintiff took possession till the 29th December, 1916; these respective amounts to be set off and the plaintiff to have judgment for the difference; the plaintiff to have the costs of the action and the defendant the costs of the counterclaim, the two sets of costs to be set off pro tanto. Daniel O'Connell, for the plaintiff. A. C. McMaster, for the defendant.

RE ODDFELLOWS' RELIEF ASSOCIATION AND BLAMEY—LENNOX, J.,
IN CHAMBERS—AUG. 16.

Insurance (Life)—Presumption of Death of Insured—Insurance Act, R.S.O. 1914 ch. 183, sec. 165 (4), (5)—Evidence—Disposition of Insurance Money—Administration Dispensed with.]—Motion by the association, under the Insurance Act, R.S.O. 1914 ch. 183, sec. 165 (4) and (5), for a declaration as to the presumption of death of George F. Blamey, a person whose life was insured by the association, and for a direction as to the payment of the insurance money. LENNOX, J., in a written judgment, said that there was ample evidence to support a presumption of the death, under the terms of the statute, and the money or benefit secured by certificate No. 18909 was immediately payable. There was also good ground for believing that Blamey died intestate, unmarried, and without lawful issue. The parties should not be put to the expense of administration, and payment into Court was unnecessary. There should be an order declaring that the presumption of death had arisen, directing the payment of the money, less the association's costs of the motion, to the next of kin of Blamey mentioned in the affidavits, and exonerating the association from further liability. W. Lawr, for the association. G. D. Conant, for the beneficiaries.

RIZA V. DOWLER—LENNOX, J.—AUG. 16.

Injunction—Interim Order—Motion to Continue—Remedy in Damages—Ability of Defendants to Pay—Delay of Building Operations—Public Interest.]—Motion by the plaintiffs to continue an interim injunction restraining the defendants from pulling down the wall of a building. The motion was heard in the Weekly