

GARROW, J.A., read a dissenting judgment. He was of opinion that by the language of sub-secs. 7 and 9 the reference was only to insurances effected after the date of the introduction of those sub-sections in 1913. But, if this view were erroneous, the defendants were in this instance unaffected, because they were under no duty, in any view of the statute, to call in and re-issue, with notices printed in red ink, certificates and pass-books already issued. The entries in the pass-book were not "receipts" within the meaning of that word as used in sub-sec. 9.

The appeal should be allowed; but this should not prevent the plaintiff from supplying the best proof she can of her late husband's age, and bringing another action if the defendants still refuse to pay.

*Appeal dismissed; GARROW, J.A., dissenting.*

FIRST DIVISIONAL COURT.

MAY 29TH, 1916.

TAYLOR v. MORIN.

*Partnership—Agreement—Substituted Agreement—Fraud—Findings of Fact of Trial Judge—Appeal—Equal Division of Appellate Court.*

Appeal by the plaintiff from the judgment of FALCONBRIDGE, C.J.K.B., ante 158.

The appeal was heard by GARROW, MACLAREN, MAGEE, and HODGINS, J.J.A.

H. S. White, for the appellant.

G. J. Valin, for the defendant, respondent.

GARROW, J.A., in a written opinion, said that the action was brought to obtain the cancellation of an agreement in writing between the plaintiff and defendant dated the 17th July, 1914, as having been obtained by the fraud of the defendant, or, in the alternative, a declaration that an alleged partnership between the parties existing prior to the date of the agreement should be dissolved and an account taken. In opening the case at the trial, counsel for the plaintiff relied entirely upon the alleged agreement on foot prior to the agreement of the 17th July, 1914, to which counsel for the defendant answered that the earlier agreement had been superseded by the later, in reply to which counsel for