

From BOYD, C.]

[Dec. 22.]

BERRY v. DONOVAN.

*Attachment—Contempt of court—Payment of money—R.S.O., c. 67, s. 6—Practice.*

Section 6 of R.S.O., c. 67, which abolishes process of contempt for non-payment of any sum of money payable by a judgment or order, refers to payments of money as between debtor or creditor, and where defendants are ordered to procure the discharge of an incumbrance wrongfully placed by them on the plaintiff's lands they may be attached for failure to comply with the order, although payment of money is, in effect, what is required.

*Male v. Bouchier*, 1 Ch. Ch. 359; 2 Ch. Ch. 254, overruled.

But where the order directs the act to be done within a limited time the defendants cannot be attached unless the order, with the proper notice of the penalty for default, has been served upon them in time to give them a reasonable opportunity of complying with its terms before the expiration of the prescribed period; MEREDITH, J., dissenting on this point.

Judgment of BOYD, C., (reported *sub nom. Roberts v. Donovan*, 21 O.R. 535) affirmed on other grounds.

*Moss*, Q.C., and *Hayles*, Q.C., for the appellants.

*J. A. Donovan* and *Claude Macdonnell* for the respondents.

From ARMOUR, C.J.]

[Dec. 22.]

GUINANE v. SUNNYSIDE BOATING CLUB.

*Company—Club—Expulsion of member—Evidence—Notice.*

The directors of a club, in exercising disciplinary jurisdiction under a by-law providing that "any member guilty of conduct which, in the opinion of the board, merits such a course may be expelled," are not bound by legal rules of evidence, and their decision, arrived at after fair investigation of the facts, will not be interfered with because they have admitted as part of the evidence in proof of the charge the informally sworn statement of one of the persons concerned in the transaction.

Where the charge has been made, discussed, and replied to in the public prints, it is not necessary to give to the accused person, when calling upon him to show cause against his proposed expulsion, specific particulars of the accusation. A general statement is sufficient.

Judgment of ARMOUR, C.J., affirmed.

*W. Cassels*, Q.C., for the appellant.

*John McGregor* and *H. M. East* for the respondents.

From C.C. Prince Edward.]

[Dec. 22.]

MCKIBBON v. FEEGAN.

*Life insurance—Husband and wife—Will—R.S.O., c. 136, s. 5.*

A bequest of life insurance to the testator's wife is a valid declaration of trust within the meaning of R.S.O., c. 136, s. 5, so as to cut out creditors.