assigning him the said certificate, and the defendant not being willing to pay any sum except the moneys paid out by the plaintiff for assessments and calls, which sum he tendered the plaintiff, and the plaintiff refused to accept, he, the defendant, resigned from the said Association, under the by laws of the same, and the certificate ceased to have any effect and became void. The defendant tendered $50 50 which was admitted to have been all the dues paid by the plaintiff up to the date of the tender, including the $10 paid as the alleged consideration

W N Ferguson and *J J Hughes*, for the plaintiff.

Mulvey and *Waldron*, for the defendant.

McDOUGALL, Co J.—The principal question raised on the trial before me was whether the plaintiff could, under any circumstances, become a beneficiary under the charter of incorporation or the Dominion Act of incorporation of the C M B A. If not, then he never took any interest under his alleged assignment or transfer of the certificate or in the policy under the defendant's life. The original certificate, which was surrendered, substituting for the name of the deceased wife the name of the plaintiff, is dated the 15th February, 1895. The Dominion Act of incorporation was assented to in April, 1893

I find that in the case of *Johnston* v. *Catholic Mutual Benevolent Association*, 24 A. R 88, the whole position of certificates issued before the passage of the Dominion Act is fully considered. In that case it was held that an executor could not be named as beneficiary, because beneficiaries were restricted to members and families of members, and under the rule of the society in force at the date of that certificate, in case of defective or inoperative appointment of a beneficiary, the fund would have to be distributed in equal shares: first, to wife and children; next to father and mother: next to brothers and sisters, and, finally, if none such, to the next of kin, and lastly, in default of these, the fund payable under the policy would revert to the Association itself.

It is clear, then, that the plaintiff could not have been a beneficiary under the original certificate. Has the surrender by the defendant of his earlier certificate with a direction to the society to make the plaintiff his beneficiary, followed by the issue of a fresh certificate containing the name of the plaintiff as beneficiary, such latter issue being made under the powers conferred by the Dominion Act, altered the rights or position of the parties? It appears to me that, amongst other considerations, the answer to this question will largely depend on the construction which ought to be placed on the words, "widow, orphans, dependents, or other beneficiary whom the deceased member has designated, or to the legal representatives of such deceased member." These words occur in s. 1 (c) of the Dominion Act of incorporation, and are no doubt intended to limit and define the persons who may be named as beneficiaries by the insured, and to provide for the devolution of the fund where there has been no individual of the class or classes defined specially named as beneficiary. In that event the fund passes to the legal representatives of the deceased member.

I am of the opinion that the words "or other beneficiary whom the deceased member has designated," must be held to be confined to persons of the same class as those specifically named, "widow, orphans, dependents, and that it was not intended by the Legislature to confer an indefinite power upon a member of this Association to name any person whatever as his beneficiary. The primary object of all these mutual benefit organizations is to provide for the family and dependents of the member. With an idea, no doubt, of encouraging this praiseworthy object, the Legislature of this Province in R S O c. 211, as to societies organized under that Act, provides in s 12 that the insurance to the extent of $2 000 shall be free from all claims by the personal representatives or creditors of the deceased.

It may be a question if the certificates issued by the C M B A., they having obtained Dominion incorporation, can be claimed to be entitled to the advantages and privileges conferred by this Ontario Act, R S O c 211, but the certificate in this case, alleged to have been assigned to the plaintiff was a certificate issued under the Provincial charter. If the Provincial charter was still in force, there appears no doubt that the plaintiff could claim no interest in the policy, for he was no kin to the defendant This earlier certificate, however, it may, perhaps, be fairly contended, has been merged into the new certificate issued on the 31st July, 1895, by the Association. And if the defendant could legally designate the plaintiff as his beneficiary in this last certificate, then the plaintiff might acquire some rights. I do not think, however, as I have stated above, that the plaintiff, being an entire stranger in blood to the defendant, can be designated as beneficiary under this last certificate.

Should I be in error as to this view, and if the plaintiff did acquire an interest under this policy, had the defendant a legal right to resign his membership at any time and thereby terminate the policy? It is not contended that there was any covenant or express contract on the part of the defendant to continue his membership, and so keep alive the policy, but it is contended that there was an implied contract to do so. It is necessary to refer to the evidence. The defendant was in arrear for assessments and suspended. He was prepared to let the policy drop. The plaintiff, who admits it was a speculation pure and simple on his part, comes to him and says, "Will you assign the policy to me? If you do I will pay the assessments and you will be relieved of any future liability or trouble about it." He tenders a long document, which contains covenants that the policy is valid and binding: that it has not been forfeited or assigned, and that the defendant would not do or suffer anything to be done which would render the policy or certificate void or cancelled. The defendant refuses to sign any such agreement or to enter into any covenant, but finally, after much coaxing, agrees to sign a simple transfer and indorse the certificate with the plaintiff's name as beneficiary in the place of the name of his dead wife. This being done, the defendant swears he thought he was out of the policy and society as well. In *Hamlyn* v. *Wood*, [1891] 2 Q. B 488, at p. 491, Lord Esher states. "I have for a long time understood the rule to be that the Court has no right to imply in a written contract any such stipulation"—not to do anything to terminate the contract—"unless, on considering the terms of the contract in a reasonable and business manner, an implication necessarily arises that the parties must have intended that the suggested stipulation should exist. It is not enough to say that it would be a reasonable thing to make such an implication. It must be a necessary implication in the sense that I have mentioned

Here the plaintiff paid a nominal sum of $10 a sum, by the way, which the defendant swears he did not stipulate for, and which was suggested by the plaintiff or his father for the purchase of the right to be named beneficiary in the policy, which at the moment had practically lapsed He be sought the defendant to assign the same, his object freely admitted to be that of pure speculation, and the defendant yielded, but declined to give any covenants whatever He stated he desired to be done with the society

From all the surrounding circumstances, as detailed in evidence, I do not think I ought to infer any implied covenant existed not to resign his membership in the society I do not think the plaintiff can recover from the defendant the money paid to him, the plaintiff, to the society of which he was not a member, for only a supposed breach of contract. He cannot recover it as money paid at the request of the defendant, nor as money paid under a mistake of fact, to or on account of the defendant. I think he ventured upon a most risky speculation with his eyes open, and had no recourse against the defendant upon any of the grounds urged before me.

Action dismissed with costs.—Canadian Law Times.

ADDRESSES AND PRESENTATIONS.

On Monday evening, Dec. 19, 1898, at the last regular meeting of Branch 65, Ayton, Ont., one of the members, Bro. Timothy Moran, was made the recipient of a very handsome chair by his brother members, accompanied by the following address of farewell:

Dear Sir and Brother — It is with intermingled feelings of heartfelt sorrow and deep regret that we, the members of Branch 65, assemble here to night to say farewell to one of our members, whose company we will not be privileged to enjoy at our meetings as regularly as heretofore. And we would deem ourselves very selfish, indeed, and unmindful of our duties were we to permit this opportunity to pass without in some small manner making manifest to you, Bro Moran, the esteem in which you are held by your brother members of this branch. We all fully recognize the fact that ever since the organization of this branch, in November of 1887 up to the present day, you have labored willingly and unceasingly for the good of the Association, and during those eleven years there doubtless has been times when it appeared to some as though Branch 65 must pull hard and steady in order to maintain her place among her sister branches, yet you, as a member, or an officer, holding, as you did, some of the most prominent and responsible positions therein, were always found confident cheery and hopeful that a day would come when the then small struggling branch would rear its head, increase its membership and be second to none of its sister branches in the province. How well your labors, as also the labors of all the old charter members, have been rewarded may be more fully comprehended by looking around this hall to night than by a description in words. What we regret, therefore, is not that success has crowned the efforts of yourself and your co operators but that now, at a time when it appears that our branch is no longer tottering but is firmly placed upon its feet instead, that fate has so ordained that you, who have been, through thick and thin, an earnest worker for its welfare, must sever your connection for a time at least with Branch 65 and its members, and cast your anchor in some other harbor But we sincerely hope that the angry waves may pass you by and permit you to enjoy all the blessings and good things of this life, which you so richly deserve. Permit us, therefore, to offer you this chair as a slight token of the esteem we hold for you. Not that we consider its intrinsic value equal to the occasion, but we ask you to accept it as a small souvenir so that in after years, although distant perhaps many miles from the present scene, its presence in your home may remind you of the familiar faces of those who were the donators, the earnest wish of each of whom is that you may long be spared to enjoy the comfort of the chair we now present you with.

Signed on behalf of all the members of Branch 65,

J. DIXNOLT, Pres.
M. MURRAY, Rec. Sec.
D. LYNCH, Fin. Sec.

Bro. Moran, not being previously aware of becoming the recipient of a token on this occasion was consequently unprepared, and his reply, being, as it was, an impromptu one, and delivered perceptibly under the strain of strong emotional feeling, was nevertheless a most fitting and appropriate one He said, in part, the words, regardless of how many or how well chosen, would be inadequate to convey to his brother members the feelings he was at that moment experiencing Two of the most potent factors in constituting the feelings of man, viz, joy and sorrow, were at that moment blended together and intertwined in each others embrace within him, creating a feeling which, he said, he found impossible to describe. His sorrow was occasioned by his knowledge of the fact that he was on the eve of his departure from amongst a people, with whom he had "lived, loved and labored" all his life. And although being fully cognizant of bearing with him the best wishes of those with whom he was parting, and having no just cause to doubt the kindness and hospitality of those new acquaintances which he would afterward form, yet he felt a pang of remorse at giving up the old friends for the new ones. But it was also a source of joy to him to see that his many little services had been so highly appreciated, and he doubly assured his hearers that wherever his lot might be cast or how kind a people he should fall in with, the people of Ayton and vicinity would always hold the highest place in his esteem, because they were there first and could not be usurped by any other people, even though they could be kinder to him, which, he said, was totally impossible. And that on the top shelf and deserving of his warmest thanks for their many acts of kindness to him were the members of Branch 65 He deemed himself unworthy of the chair which he was presented with, but accepted the same knowing the amount of good wishes with which it was accompanied. He concluded by assuring his brother members that what he now received he would cherish all his lifetime, and so long as he would have a home, if it was only a cabin with room for two chairs, this would be one of them.

TO BROTHER JAMES A. MARRS:

At the last regular meeting held in Branch 65, Ayton, Brother Marrs was presented with a very handsome chair ere bidding farewell to his brother members here, accompanied by the following address:

Dear Sir and Brother—We are again called upon to say farewell to one of our members who is about to sever his connection with this branch And much as we grieve at the loss of so worthy a member as Brother Marrs there is still a consoling thought that lingers in our knowledge of the fact that, although not doing active service in our very midst, that he is at work elsewhere, with the same untiring zeal which characterized him as a member of our branch And once man is so constituted as to be constantly seeking to better his condition financially, and knowing as we do, that acquaintances once formed cannot always be lasting, we must mingle hope with regret and express the wish to you Brother Marrs, that your change may be a beneficial one for yourself; and we hereby take this opportunity of showing to you our appreciation of your services while amongst us. Permit us, therefore, to offer you this chair as a slight token of the esteem we hold for you, and although knowing full well that the value of the present has no comparison to the value of the services rendered, yet the amount of accompanying good wishes will we hope more than compensate for the difference in value Hoping, dear sir that a long, happy and prosperous future may be your portion,

We remain, on behalf of Branch
Yours fraternally
JOHN DIXNOLT, Pres.
MICHAEL MURRAY, Rec. Sec.
DUNCAN LYNCH, Fin. Sec.

The best apologetic for Christianity is a Christian.—Drummond.