

agreement into which the parties have entered is, to a certain extent, an element in the determination of the questions raised in both actions: but the interpretation placed upon it by the ultimate court of appeal in the "omnibus action," whatever that interpretation may be, will merely throw light upon, without determining, the question, raised in the other actions, whether defendants have given a service of cars reasonably complying with the terms of their agreement.

The questions in the "omnibus action" have already been subdivided into two classes which are to be prosecuted not simultaneously but successively. There is a possibility, if not a probability, of protracted litigation in that action, looking at the nature of the questions involved; and its ultimate result will not dispose of the questions involved in the later actions.

In my opinion, the appeal of defendants from the order of my brother Anglin setting aside the order of the Master in Chambers, should be dismissed with costs.

FALCONBRIDGE, C.J., gave reasons in writing for the same conclusion.

BRITTON, J., concurred.

MEREDITH, J.

JANUARY 6TH, 1905.

TRIAL.

WALLER v. INDEPENDENT ORDER OF FORESTERS.

Life Insurance—Benefit Certificate—Friendly Society—Rules—Impairment of Contract—Insurance Act—Non-observance of Requirements—Setting out Rules—Incorporation by Reference—Action by Administratrix—Suicide—Insanity.

Action to recover \$3,000 upon a benefit certificate issued by defendants insuring the life of plaintiff's intestate.

J. C. Makins, Stratford, for plaintiff.

W. H. Hunter, for defendants.

MEREDITH, J.—There can be no doubt of defendants' power to alter their rules; their by-laws have always provided for that. Deceased became a member of the society whilst such laws were in force. It was within his right, as well as