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No. 8.

HON. MR. JUSTICE HODGINS.

MAY 26TH, 1914.

GRAINGER v. ORDER OF CANADIAN HOME CIRCLES.

6 O. W. N. 380.

*Insurance—Benefit Society—Increased Rates—Injunction to Prevent
—Constitution of Lodge—3 Edw. VII. c. 15—2 Geo. V. c. 33,
ss. 184-5.*

Where drastic amendments were made in the constitution and by-laws of defendant order, affecting the rights of plaintiff under his original contract of life insurance, and the point of law at issue was whether 2 Geo. V., c. 33, ss. 184-5, requires official approval of the changes made or indicates the limit of the invasion of vested rights, or whether, under the law in force prior to 3 Edw. VII., c. 15, defendants might proceed unaffected by that or the later enactment:

HODGINS, J.A., ordered that, upon plaintiff's paying into Court the assessment due 1st May and continuing to pay said sum monthly until trial or other disposition of action, and undertaking to proceed so as to enable application to be made for trial at Toronto non-jury sittings beginning 31st May, an injunction should go restraining defendants until trial from enforcing amendments against plaintiff or from putting him to election thereunder.

Shaw v. Earl of Jersey (1879), 4 C. P. D. 120, 359; *East Lancashire v. Hattersley* (1849), 8 Hare 72, 94; *Newson v. Pender*, 27 C. D. 43; *Jones v. Pacaya Rubber & Produce Co.*, [1911] 1 K. B. 455, referred to.

Plaintiff, a member of defendant society, moved for an injunction restraining defendant society, until trial, from enforcing their amended premium or assessment rates for life insurance against plaintiff.

I. F. Hellmuth, K.C., for plaintiff.

J. E. Jones and N. Sommerville, for defendant society.

HON. MR. JUSTICE HODGINS:—The formalities in carrying the amendments are not objected to on this motion. That is reserved for the hearing. It is not disputed that these amendments are drastic and affect the right of the plaintiff to get what the defendants had originally contracted to give him. The plaintiff asserts that under the