

THE CANADIAN

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Catholic Mutual Benefit Association of Canada

And mailed to members on or about the
10th of each month.

Members are invited to send us items of
news or information that will be of benefit
to the Association. Communications upon
subjects of interest to C. M. B. A. members
will always be welcome, but anonymous
letters and letters which the Manager does
not consider for the welfare of the Association
will not be published.

Correspondents will please remember that
copy must reach us before the 15th of the
month, if intended for publication in the
following month's issue, and that space is
limited and brevity much desired.

Address all communications to
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London, Ont.

LONDON, JANUARY, 1896.

NEW YEAR'S CONSIDERATIONS
1896.

Whilst admitting that perhaps all the
compliments and good wishes which at
this joyous season naturally rise to the
lips of men may not be perfectly sin-
cere and emanating from hearts ani-
mated by the true Christian spirit, we
desire at the opening of 1896 to protest
to our brothers throughout the whole
country the sincerity of our vows for

A HAPPY AND PROSPEROUS NEW YEAR!

It is scarcely necessary to remind our
associates that true Christian charity
and every other virtue which orna-
ments the life of the faithful son of the
Church is imperatively called for in
our Association; for if it is to fulfil
the end for which it was established, it
is essential that those who compose its
membership shall be, in the future, as
in the past, profoundly impressed with
the duty which is theirs of giving to
the world at all times a steady example
of moral and civic virtue and of un-
swerving fidelity to Catholic teaching
and practice. Recognizing this obliga-
tion and what it portends, then the
wishes we breathe for each other to day
are called forth by no cold custom or
formal ceremony, but fit into the spirit
of this holy time, consecrated by such
happy memories for us all and filled
with thoughts so eminent, consoling
to Christian hearts bound together by
the tender tie of an especial fraternity.

But even the mere wishing of a
Happy New Year calls up in our minds
at the parting of the ways between the
past and the future, the old and the
new, a train of innumerable reflections,
a couple of which we must dwell upon
for a few brief moments. The first
naturally has reference to

THE YEAR THAT HAS JUST RUN TO ITS
CLOSE.

Apart from the Christian's obliga-
tion of manifesting gratitude to God
for all the gifts bestowed in the past
twelve months — blessings of life and
health and strength and success in
temporal concerns; blessings of grace
and service in a supernatural sense —
it is meet that the C. M. B. A. member

should turn to his beloved Association
and see what he has, after God, to be
grateful to it for in the same space of
time. And how many and varied are
not the benefits which crowd upon his
vision! Individually and collectively
we have much for which to be grateful.
In 1895 have we not been helped to a
more perfect appreciation of brotherly
love, so incessantly inculcated under
the Gospel dispensation? Have we
not been drawn from sordid and selfish
occupations to personally assist the
needy and afflicted, and thus permitted
to perform those corporal works of
mercy which blot out sin and increase
by the hundredfold our merits with our
Heavenly Father? Have we not,
through our Association, enjoyed all
sane social intercourse with

MEN OF PURE LIVES AND HIGH IDEALS,
brightened and improved by the in-
tellectual considerations continually
suggested in our branch halls? And,
lastly, have we not tasted the sweet
consolations which come to prudent men
when having made the necessary pro-
vision for those dependent upon us,
we sink into repose with the conscious-
ness of duty well done? Those are all
considerations which certainly effect us
gratefully as individuals when we re-
gard with backward glance the year of
grace just terminated.

But as an association there is grand
room for thankfulness in the past also.
From the little mustard seed, sown at
Windsor, Ont., in 1878, the C. M. B.
A. has grown into a great tree,
under whose protecting branches thou-
sands of the best Catholics of Cana-
da come for shelter. We have be-
come an immense organization in those
few years — not as large, it is true, as
some non Catholic assessment societies,
because we are an exclusive association
under the Church which we were
founded to serve and which we glory
in serving, but at least operated most
successfully and meriting the unstinted
approbation not only of our ecclesi-
astical superiors, from the immortal Leo,
whose voice so recently cheered us in
Convention, to the latest consecrated
member of the Canadian episcopate,
Mgr. Gauthier, himself a brother, but
also that of the highest official experts
in the land as to the soundness and
slagular economy of our management.
We have just closed our

ELEVENTH GRAND COUNCIL CONVENTION

in the beautiful city of Quebec, where
the flower of our membership, from the
Rocky Mountains to the Atlantic coast,
with an enthusiasm seldom witnessed
in large deliberative assemblies, most
heartily commended the methods of the
C. M. B. A., and departed to their
homes inflamed with a new zeal for its
maintenance and extension. During
this Convention outsiders marvelled at
our numbers, the ability displayed in
active session, the surprising grasp of
questions and depth of view manifested,
and the supreme spirit of peace and

good fellowship which pervaded all its
deliberations. And we have been hon-
ored by the polite and kindly atten-
tions lavished upon us at Quebec by the
highest dignitaries in the land — lay
and cleric alike. All this should ex-
cite in the heart of every member a
feeling of deep satisfaction and an
honest pride in his splendid associa-
tion. So much for the past; now a

WORD FOR THE FUTURE JUST OPENING
BEFORE US.

What shall be our watchword in 1896
— what our duty? What but the
faithful observance of our obligation,
which to the better source we should
renew at least every New Year's, or we
are likely to forget its conditions. If
individual members become lax, lose
the spirit of the Association, refuse to
inform their membership with a true
love for its moral and religious side
while coldly holding to the external,
which make it possible; if they con-
temn their promises "not willing to
defraud the Association or any of its
members," and through personal,
social, selfish and mercenary motives
secure the accession of bad risks, if
they show by their conduct to outsiders
that their connection with the C. M. B.
A. is false or merely for insurance
purposes, any one can readily see how
easy an incalculable injury can be
done to an organization which deserves
nothing but good will from all. Not
that it is necessary to signal concrete
examples of their infidelity to obliga-
tion do we recall a case so flagrant, but
simply that all worthy associates may
the more earnestly resolve to remove
themselves from the mere possibility of
such influences, and thereby excite
themselves to the cheerful and faithful
performance of every condition their
membership involves. Let there be,
then, an ever-increasing devotion to
our grand Association in all its bene-
ficient features — to the Catholicity it
designs to perfect, to the sociability it
would chasten and elevate, to the in-
tellectual advance it would guide and
promote, to economic principle by
which it guarantees protection to our
dear ones should Death's Angel knock
at our doors — during the year on
whose threshold we now stand, and
most assuredly will we be engaged in
a work agreeable to God and invalu-
able to man. With this work mapped
out before us there can be no doubt but
the present will be for ourselves and
our Association

A HAPPY AND PROSPEROUS NEW YEAR!

IN THE COUNTY COURT OF THE
COUNTY OF YORK, ONTARIO.

12TH NOVEMBER, 1896.

LANDY v. NOLAN.

*Life insurance — Benefit society — Assign-
ment of certificate by member to stranger —
Valuable consideration — Action for
damages for member's resignation.*

This was an action brought by J. J.
M. Landy against M. Nolan to recover
\$200 damages for what was alleged to
be a breach of contract in resigning

from a benefit association, thereby
terminating a benefit certificate issued
by such association, which, the plaintiff
alleged, was assigned to him under the
following circumstances. Some years
prior to the month of July, 1895, Nolan
became a member of Branch 49 of the
Catholic Mutual Benefit Association of
Canada, and as such member the holder
of a benefit certificate or policy of in-
surance issued by the Association,
wherein Rose Nolan, his wife, was
named as beneficiary. The certificate
was for the sum of \$2,000, payable to
Rose Nolan on the death of her hus-
band, the defendant. In the autumn
of 1894 Rose Nolan died without issue,
and having made no disposition by
will or otherwise of the policy or the
moneys payable thereunder. In the
year 1895, some time after her death,
the defendant ceased paying his usual
monthly dues, calls, and assessments,
but the same were paid for some months
by his branch. Subsequently the
branch discontinued making the pay-
ments on behalf of Michael Nolan, and
he was suspended for non-payment of
assessments, and was liable in the
month of July, 1895, to be expelled
from the Association and forfeit his
policy for non-payment. Prior to such
actual expulsion or forfeiture the plain-
tiff approached the defendant with a
view to procuring an assignment to him
of the policy and to have himself made
the beneficiary instead of Rose Nolan,
deceased; and on the 17th July, 1895,
the following agreement was entered
into between the parties:

"Toronto, 17th July, 1895.

In consideration of the sum of \$10
paid by J. J. M. Landy to Michael
Nolan, Esq., he, the said Nolan, here-
by assigns, transfers, and sets over to
said Landy all rights and benefits
accruing or to accrue to him under the
policy No. 6,500 issued to him by the
C. M. B. A., assuring \$2,000 on his
death to his wife Rose Nolan. The said
Rose Nolan having recently died, leav-
ing no children, and having made no
disposition of said policy No. 6,500, or
the money payable thereunder, the
said Nolan agrees to surrender said
policy of said Association and revoke
the disposition therein made in said
policy, and direct and cause such pay-
ment to be made to the said J. J. M.
Landy.
M. NOLAN."

The \$10 mentioned in the agreement
was paid to Nolan, and the plaintiff
thereafter for a period paid to Branch
49, the assessments and calls, including
all overdue assessments, and continued
to pay the same until the policy was
subsequently declared forfeited. Nolan,
surrendering the beneficiary certi-
ficate No. 6,500, indorsed on the form
upon the back of the certificate as fol-
lows:

"I, Michael Nolan, to whom the
within certificate was issued, do hereby
surrender the same and revoke my
former direction as to the payment of
the beneficiary fund at my death, and
now authorize and direct such payment
to me to John James Meagher Landy,
bearing relationship to myself —

Dated, 17th July, 1895.

M. NOLAN."

The policy being thus surrendered, a
new beneficiary certificate or policy
was issued in favor of the plaintiff,
dated the 17th August, 1895, which
certificate bore the number 11,358.

On the 12th November, 1896, some
disputes having arisen between the
plaintiff and defendant, the defendant
seeking to have the certificate re-
assigned to him, and the plaintiff de-
manding \$500 as a consideration for