

for one year from the date of examination, at which time the member will be required to furnish two additional certificates from two experienced oculists certifying to the total and permanent blindness of said member.

The claim was refused by the defendants, and the plaintiff brought this action.

The Chancellor found that it was not "an absolute loss of sight." He considered that it was "a practical loss of sight, so far as this man is an engineer." And again: "On the evidence, it cannot be said that this man, however much he may be hampered by the loss of vision, is totally and permanently blind."

The appeal was heard by FALCONBRIDGE, C.J.K.B., BRITTON and RIDDELL, JJ.

J. R. Logan, for the plaintiff.

W. J. Hanna, K.C., for the defendants.

FALCONBRIDGE, C.J.:—The wording of sec. 42 is perfectly plain, and is susceptible of no interpretation differing from that given to it by the Chancellor. It is a hard case, but we cannot make bad law to help the plaintiff out.

There would seem to be at least one other difficulty in the way of his recovery, in that his claim has not been favourably passed upon by the president and general secretary-treasurer of the association: sec. 46. No fraud is charged.

The appeal must be dismissed, with the usual penalty of costs, if exacted.

BRITTON, J., gave brief reasons in writing for the same conclusion.

RIDDELL, J., also wrote an opinion, in which he set out the facts at length, made references to the evidence, and quoted many sections of the constitution and by-laws of the defendants. His conclusion also was that the appeal should be dismissed with costs.