

policy, therefore, appears in our books as lapsed." The letter also says: "If your purpose in withholding this payment was to surrender the annuity provision and to relieve yourself from the requirement to pay annuity assessments, please execute the enclosed form of application to that effect, and it will be submitted to the executive committee of the association, which has power to reinstate a delinquent member for good cause shewn."

The blank application enclosed was not signed, but further letters for information were written by deceased, and . . . a form furnished which deceased filled up and signed on 25th July, in which application is made "for reinstatement of my membership and of said certificate except as regards the annuity calls, and the liability for payment of future annuity assessments, which are hereby cancelled." The application was forwarded to and accepted by defendants.

I find upon the evidence that there was no "mortuary or premium assessment or call" in arrear at any time prior to the death of deceased. One of these, No. 116, for \$20.02, fell due on 15th May, 1901, and was paid within the 30 days, and at the same time the deceased also paid the \$2.24, but, owing to the latter sum not having been paid within 30 days of its due date, the company did not issue receipts for either of said sums until after reinstatement (3rd August, 1901), but placed both sums in suspense account, and the receipts were sent after the reinstatement.

In the spring of 1902 the insured became permanently disabled, and applied to defendants for the payment of \$1,000 under the terms of his certificate. The necessary proofs having been supplied, an agent of defendants called upon the insured, on 6th May, 1902, and obtained from him a release of all claims under the certificate and a delivery up of the same, in consideration of \$500, for which the agent gave the insured a draft on defendants. On 8th May, through his solicitors, the insured repudiated the settlement and release, and demanded a return of his certificate, alleging that he had been deceived by the agent. Defendants refused to comply, retained the certificate, and insisted that the settlement was conclusive.

The insured died on the 19th July, 1902.