

in the case of the same railway company and the Board of School Trustees of School Section No. 2, Bentinck, upon a similar application, made an order under sec. 184. Without expressing an independent opinion, RIDDELL, J., followed that case, and made an order similar in terms. G. A. Walker, for the applicants.

KEITEL v. KEITEL—FALCONBRIDGE, C.J.K.B.—DEC. 21.

Deed—Incapacity of Grantors—Inadequate Consideration—Lack of Independent Advice—Setting aside Deed.—An action to set aside a deed. The Chief Justice finds that the plaintiffs are both weak-minded and were incapable of making the deed with reasonable comprehension of what they were doing; that the consideration was inadequate; and that the plaintiffs were without independent advice. Judgment for the plaintiffs in terms of the prayer of the statement of claim, with costs. All necessary amendments to be made in the statement of claim. Plaintiffs to account for the money received by them from the defendant, less their costs. T. A. O'Rourke, for the plaintiffs. R. H. Greer, for the defendant.

FOUNTAIN v. CANADIAN GUARDIAN LIFE INSURANCE CO.—
RIDDELL, J.—DEC. 22.

Life Insurance—Provision for Insured Taking Cash Value—Construction of Policy—Computation of Years—Application—Election—Waiver—Time.—The plaintiff insured his life for \$4,000 in the defendant company, in favour of his wife: a policy was issued, dated the 1st June, 1902, which contained the provision: "3. After the policy has been in force three or more complete years, the company will, in the absence of any statutory or other restriction, and upon the application of the insured being made and received at the head office of the company, while there is no default in the payment of any premium . . . grant cash or loan values for the amount specified in the table on the next page." On the 22nd March, 1910, the plaintiff wrote the defendants that he had decided to take the cash value of his policy. The defendants offered \$1,156, the amount mentioned in the table for a policy in force for seven years. The plaintiff claimed the amount for eight years—\$1,420—having paid eight annual premiums. The defendants pleaded that