SUPERIOR COURT.

MONTREAL, July 5, 1883.

Before TORRANCE, J.

THE HOCHELAGA MUTUAL FIRE INSURANCE CO. v. LEFEBVRE.

Mutual Insurance—Liability of members—Compensation.

Persons who become members of a mutual insurance company and pay premiums under 40 Vict. c. 72, sec. 35, are liable as members for assessment for losses.

Arrears of Directors' fees cannot be offered in compensation of an assessment to meet specific losses.

The demand was to recover the sum of $139,-70 as assessments made upon the defendant as member of the company under policies numbered 386, 501, 918.

The defendant pleaded that he was not liable as member, having insured on the cash principle, and not on the principle of mutuality. 2nd. That there had been no losses. 3rd. That policy 354 had been transferred by him to Jeremiah and Patrick Foley with consent of the company on the 15th May, 1877, and policy 501 had been transferred by him to Adolphe Roy with its consent on the 2nd August, 1878, and he could not be liable for losses subsequent to these dates on these policies. 4th. That the company owed him $112.50 for director's fees, and there was compensation for so much.

PER CURIAM. The plaintiffs were incorporated under C.S.L.C. cap. 68, and section 6 says that the insured shall be members. Sec. 24 provides for assessments on members for losses. The Act 40 Vict., c. 72, changes the name of the corporation (sec. 1), but says that it shall not be a new corporation. Sec. 3 provides for the admission of persons insured who shall have the same rights and be subject to the same liabilities as other members. Sec. 35 provides for cash premiums.

There is nothing to limit or terminate the liabilities of persons insured. These are liable as members. Lefebvre was insured when the loss occurred for which the assessment is made, and he must pay his share.

As to the plea of compensation, the counsel for plaintiff contends that the Directors' instructions to the Secretary to compensate *pro tanto* the claims against Directors by their fees for attendance at meetings could not legally apply to a case like the present, where the only sums demanded from the director are assessed for the payment of specific losses, and not a penny assessed for general purposes. To allow compensation here is to make the few sufferers, to pay whom the assessments sued for in this cause were made, pay out of their special assessments, and necessarily in deduction of their claim, the whole of the defendant director's fees, which he is without excuse for not assessing for, while the company was running. I am with the plaintiff in this pretension, and conclude that the pleas should be overruled, and the plaintiff should have judgment for $139.70.

Trenholme & Taylor for plaintiff.

Pagnuelo & St. Jean for defendant.

SUPERIOR COURT.

MONTREAL, June 28, 1883.

Before TORRANCE, J.

MORIN v. BERGER et al.

Patent—Infringement.

This was an action of damages against the defendants for alleged infringement of plaintiff's rights as inventor of a new key for water taps or cocks, to open and shut in their boxes the cocks with double or multiplied openings without possible mistake. Plaintiff obtained on the 2nd October, 1879, letters patent under 35 Vic. Cap. 26, Can., protecting his invention. He complained that the defendants in July, 1879, proposed to buy his invention and borrowed the model and plans, and the written explanations in connection with the same, and used the invention without his consent. The demand was for an injunction against the defendants, forbidding them to use the invention, and for damages. The defendants pleaded that the system of stop cocks and keys used by plaintiff, and described in his so-called invention was not new and had been in use for a great number of years, that it was to be found in the letters patent granted to one Charles R. Dickson, in the United States, on the 22nd February, 1876.

PER CURIAM. First in order, I should dispose of the Dickson patent. Looking carefully at the specification accompanying this patent, I have not any hesitation in saying that it is different from the patent relied upon by the plaintiff. That is my conclusion unhesitat-