certificate is in force; (2) $1,000 in the event of permanent disability, such payment being in cancellation of one-half of the total benefit, balance being payable at death; (3) $200 per annum in the event of insured attaining the age of 77, or only $100 per annum in the event of his having previously received the $1,000 for permanent disability, each annual payment cancelling one-tenth of the certificate.

The Provincial Provident Institution were incorporated under R. S. O. 1877 ch. 67, "An Act respecting Benevolent, Provident, and other Societies."

In addition to what were called mortuary or premium assessments or calls, defendants had for some time prior to 15th April, 1901, been making special assessments or calls, called annuity assessments or calls, on the certificate-holders. These latter assessments do not appear to be according to the tables printed on the certificate, and the evidence does not shew when they were first resorted to or by what authority they were made.

The deceased received notice of one of these annuity calls, for $2.24, payable within 30 days after 15th April, 1901, and described as "annuity call No. 10," and at the same time he was notified of an "Annuity Reserve Deficiency Assessment," calling upon him to pay, within 30 days from 15th April, 1901, $147.18. That notice also informed him that, if he so desired, the amount would be lent to him by defendants upon the security of and as a lien upon his certificate, also that the said assessment was being levied upon all members of the Provincial Provident Institution holding certificates providing for the payment of annuity benefits, and explaining the cause thereof. . . .

In the notice of the annuity reserve deficiency assessment it is stated that "if the above call is not paid on or before 15th May, 1901, unless your certificate has become forfeited and void, and your membership has expired by reason of the non-payment of any previous sum due under said contract, the amount of this call will be treated as a lien bearing interest at 5 per cent. per annum against the insurance upon your certificate, and any dividends or surplus accruing thereon, which lien may at any time, upon your election, be paid in cash and cancelled," etc.

A letter to deceased from defendants' secretary, dated 10th June, 1901, directs attention to the fact that annuity call No. 10, $2.24, is past due and unpaid, and that "the