

From Meredith, C.J.]

May 5.

SONS OF SCOTLAND BENEVOLENT ASSOCIATION v. FAULKNER.

*Estoppel—Res judicata—Benevolent society—Dispute as to age of applicant.*

After an application for membership in a benevolent association had been accepted, a dispute arose as to the applicant's age, and an action was brought by him to compel the association to issue to him a certificate of membership. This action was settled, the association accepting an affidavit of the applicant's brother as proof of his age, and thereupon issuing the certificate of membership. Subsequently the association brought this action, asking for cancellation of the certificate on the ground that the applicant's age was not, in fact, that stated by his brother:—

*Held*, that nothing less than clear proof by the association of the actual age of the applicant, and of fraud in procuring and making the affidavit, would suffice to undo the settlement and entitle the association to cancellation of the certificate. Judgment of MEREDITH, C.J., affirmed.

*Watson, Q.C., and J. J. MacLennan, for appellants. J. M. Clark and R. U. Macpherson, for respondent.*

From MacMahon, J.]

[May 5.

DUEBER WATCH CASE MANUFACTURING COMPANY v. TAGGART.

*Bankruptcy and insolvency—Assignments and preferences—Sale of assets—Extinguishment of debt.*

An assignment of the assets of a partnership was duly made pursuant to the provisions of the Assignments and Preferences Act, and the assignee, with the approval of the creditors, sold and transferred the assets to a nominee of the plaintiffs and two other creditors of the firm, in consideration of the payment to the other creditors of a composition, and subject to the claims of these three creditors. The purchaser covenanted with the assignee to settle the claims of these three creditors and to indemnify him therefrom.

*Held*, that the claims of these three creditors were thus made part of the purchase money, and were extinguished by the transfer of the assets. Judgment of MACMAHON, J., affirmed.

*C. Millar, for appellants. Osler, Q.C., and J. A. Mills, for respondents.*

From Meredith, J.]

[May 5.

WOOLEY v. VICTORIA MUTUAL FIRE INSURANCE COMPANY.

*Fire insurance—Mutual company—Assessment note—Default—Forfeiture.*

Default in payment of one of the deferred payments of the first instalment of a premium note given by an insurer in a Mutual Fire Insurance Company, under s. 129 of the Act, R.S.O., c. 203, does not ipso facto work a forfeiture.

A notice by the company to the insurer treating the payment as an