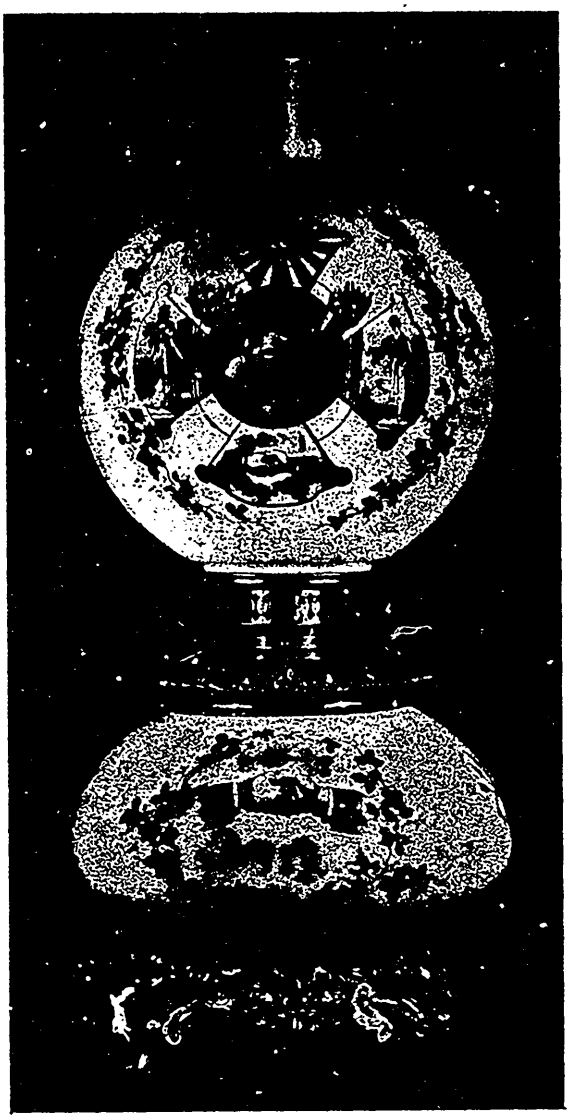

I.O.F. Lamp No. 1.

This gem is included in the prize list of the May and June competition. It is resplendent in gold and colors in which the emblems of the Order are artistically displayed; a prize that many Foresters will desire to win. It is not a cheap-John affair, but a thoroughly high-class article, that would be an ornament to any parlor in the land.

but if the fund raised by these contributions is liable to be dissipated by the costs of an action in the Superior Court upon complaints like that set up in this case, what would become of the security which the members have for their sick and mortuary benefits? I doubt very much whether this Society could be conducted without the limitationof legal proceedings above referred to.

This point has already been decided in this sense in the case of Essory *vs.* Court Pride of the Dominion, reported in the 2 Ont. Rep., p. 596. The holding in that case was as follows:

"Members of charitable and provident societies should not be allowed to litigate their grievances within the society in courts of law until they have exhausted every possible means of redress offered by the internal regulations of their societies." Therefore, the plaintiff being expelled from the Ancient Order of Foresters filed his bill of restitution thereto on the ground of illegal expulsion, but it appears that the rules of the Society provided certain internal tribunals to which he might have appealed for redress had not this court refused to interfere.

See Dawkins *vs.* Antrobus, L. R., 17 ch. O., 615.

This case is decisive of the present and, indeed, goes much farther than it is necessary to go at present. There did not seem to be any by-law in Essery's case ousting the jurisdiction of the ordinary tribunals until internal remedies have been exhausted, whereas in the case at Bar, such a by-law is very explicitely enacted. Essory's case went rather upon the particular circumstances of benefit societies, and the impolicy of permitting members to rush into law to regulate matters provided for by the terms of the Association.

Even, however, in other cases it is not correct to assert broadly that agreements to leave the determination of certain matters finally to a tribunal other than those established for the public administration of justice would be null as against public policy. In the case of Scott *vs.* Avery, 5 H. L. C. 811, Colderidge, J., speaking of an alleged rule that such agreements were void, said: "I certainly am not disposed to extend the operation of a rule which appears to me to have been founded on very narrow grounds, directly contrary to the spirit of later times which leaves parties at full liberty to refer their disputes at pleasure to public or private tribunals.

In Dawson *vs.* Fitzgerald, 1 Ex., D. 257, Jessel, M. R., said in relation to an agreement to refer to arbitrators the amount of loss under an insurance policy: "There are only two cases where agreement to refer can be successfully pleaded—first, where the action can only be brought for the sum named by the arbitrator; secondly, where it is agreed that no action shall be brought till there has been an arbitration, or that arbitration shall be a condition precedent to the action."

Sec. 36 and 39 Vic., Imp. C. 60, s.s. 21 and 22., Friendly Societies Act. This Act expressly limits the right of members of such societies to go into courts of law, and may be taken as an indication of public policy in that direction.

The plaintiff not having availed himself of the remedy provided by the defendant's By-laws, which I may add, as far as I can judge from the proof,