

The local union was not an incorporated company or partnership, but was an association bound together for the mutual benefit of its members. The individual members of the local union who were made defendants and served with process were: William Jose, who at the commencement of the action was president; Richard Russell, treasurer; S. Cox, financial secretary; W. C. Brake, recording secretary; J. S. Chapman, corresponding secretary; J. H. Kennedy, the person appointed president in place of Jose, and also first vice-president of the association; and J. S. Annable and James Gow, members of a committee appointed by the local union. The local union held its charter from the association, which had its head office in Kansas City, in the United States.

W. N. Tilley for plaintiffs.

J. G. O'Donoghue, for individual defendants.

MACMAHON, J., held, following *Small v. Hyttenrauch*, 2 O. W. R. 658, that the individual defendants were properly qualified to represent the other members of the local union, under Rule 200. That Rule gives no power to order that the officers of the local union shall represent the other persons constituting the association, which is a foreign body, having its headquarters in Kansas, and under whose jurisdiction the whole of the local unions in the United States and Canada are placed. Order made that the individual defendants shall represent the other members of the local union. Costs in the cause.

STREET, J.

OCTOBER 5TH, 1903.

TRIAL.

EQUITY FIRE INS. CO. v. MERCHANTS' FIRE INS. CO.

Insurance—Fire—Reinsurance—Condition—Warranty—Breach—Change Material to Risk.

On 30th January, 1901, plaintiffs, by their policy No. 7927, insured the Duncan Lithographic Co. of Hamilton against loss by fire to the extent of \$6,000 for one year, divided up as follows: \$1,666.65 upon machinery and tools; \$2,511.20 upon plates and stones; \$1,544.35 upon stock of stationery, colours, etc.; \$277.80 on office fixtures, etc. On the same day plaintiffs reinsured the risk with defendants to the extent of \$1,000. Attached to the policy of reinsurance was a printed slip, part of which was as follows: "It is warranted by the Equity Fire Insurance Company that it will retain an amount at risk fully equal to that reinsured under this policy." The policy was declared on its face to be subject to the conditions indorsed on it, and they were declared