

Boyd, C.] MITCHELL v. TOWN OF PEMBROKE. [Dec. 21, 1899.

Police Magistrate — Police office — Accommodation to transact business — Room or chamber — Municipal building — Town hall — Stationery.

In an action by a police magistrate of a town who was also a justice of the peace for the county in which the town was situated, to compel the corporation of the town to establish a police office, as required by statute, and to reimburse him for rents paid for premises used as such and for stationery, etc.,

Held, that the defendants were not called upon to furnish facilities for the transaction of business not strictly appertaining to the office of police magistrate for the town, such as troubles arising in the county but outside the town limits.

Held, also, that it was not needful that the police office should be a separate building; that the allocation of a suitable room or chamber in any building belonging to the municipality, such as the use of the council chamber in the town hall although only up to four o'clock in the afternoon, was sufficient.

Held, also, following *Newcombe v. County of Oxford* (1895) 28 O.R. 442 that he was entitled to stationery.

Seem, that the police magistrate has no right to claim a private office in addition to a public one. *Regina v. Lee* (1887), 15 O.R. p. 359, referred to.

J. R. Metcalf, for plaintiff. *J. J. O'Meara*, for defendants.

Armour, C.J., Falconbridge, J.]

[Jan. 4.

IN RE HARRISON.

Life insurance — Benefit society — Certificate — Indorsement for benefit of wife — Subsequent revocation, by will — By-laws of society — R.S.O. c. 23.

A certificate of life insurance issued to a member by a benefit society stated on its face that it was subject to the provisions of the by-laws, rules and regulations of the society. One of the by-laws provided for the payment of the insurance money to any person nominated by indorsement, which indorsement might be revoked. The member, by endorsement on the certificate, directed that all money accruing upon it should be paid to his wife upon his death; but, subsequently, by will, directed that only a portion of it should be paid to her, and the balance to his half brothers and sisters.

Held, that the insurance was subject to the provisions of the Ontario Insurance Act, R.S.O. c. 203; and the by-laws and rules of the benefit society, in so far as they were inconsistent with such provisions, were to be regarded as modified and controlled by them. The statute provided in effect that when the indorsement was in favour of the wife of the member,