

retroactive? I have been unable to find any express authority upon this point. It will be observed that on the agreement between the plaintiff and her husband, the said Jane Clark paid the premiums either through her husband with her own money, or paid them herself, from July, 1900, to 1908. Both the certificate, therefore, and the agreement are prior.

Sub-sec. 5 of sec. 160 also makes that section retroactive.

Having regard to the clauses making the sections 150 and 160 retroactive, I am unable to say that such clauses do not cover the amendment. With some hesitation, I think they do, and as the alleged agreement claiming to be a beneficiary for value comes distinctly within the language of the amendment I do not think effect can be given to the agreement. The appeal should be dismissed with costs.

MEREDITH, C.J., agreed in the result, concurring in the view of CLUTE, J., that the transaction as the result of which the defendant claimed to be entitled to the whole of the insurance money could not stand, but expressing no opinion as to the other question dealt with in his judgment.

TEETZEL, J., also agreed in the result.

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RIDDELL, J., IN CHAMBERS.

JUNE 12TH, 1911.

BOYLE v. McCABE.

*Security for Costs—Defendant out of Jurisdiction—Real Actor—Onus.*

Appeal by the defendant from the order of the Master in Chambers, ante 1248.

R. G. Smyth, for the defendant.

C. Kappele, for the plaintiff.

RIDDELL, J.:—Margaret McCabe applied to the Master of Titles under the Land Titles Act to be registered as owner in fee of certain land in Toronto. She established her title to the satisfaction of the Master in a manner; but one Lawrence Boyle of San Francisco being alleged to claim an interest, he caused Boyle to be served with notice. Boyle had in 1886 brought an action against Mrs. McCabe for partition or sale of the land; upon his failing to comply with an order for