

In view of all the circumstances, having regard to the difficulty of construction, bearing in mind that in cases of this kind different minds may fairly reach different conclusions, and that there is no certainty that the view which we have adopted, and according to which the rights of the parties are determined, accords with the intention of the legislature, as expressed in the ambiguous words in which it has chosen to declare its will, we are of opinion that neither party should have costs, either of the action or of the appeal, and the result is that the appeal is allowed without costs, and the judgment is reversed, and in lieu of it a judgment is to be entered dismissing the action without costs.

TEETZEL, J.

MARCH 19TH, 1906.

TRIAL.

HAMILTON v. MUTUAL RESERVE LIFE INS. CO.

Life Insurance—Benevolent Society—Assessments—Non-payment—Suspension—Forfeiture—Negotiations—Reinstatement—Release—Estoppel.

Action by the personal representatives of Robert D. Hamilton, deceased, to recover \$2,000, amount of an insurance certificate issued by the Provincial Provident Institution, dated 20th March, 1888, on the life of deceased, and taken over by defendants under an agreement with the Institution.

J. P. Mabee, K.C., for plaintiffs.

W. M. Douglas, K.C., and Shirley Denison, for defendants.

TEETZEL, J.:—Besides the representations, etc., in the application and the paid entrance fee, the consideration for the certificate is expressed to be "the further agreement to pay the sum of \$1.50 dues semi-annually for expenses, together with the assessments for death losses, life benefits, and annuities claims, according to the tables printed hereon."

The certificate provides for the payment of \$2,000 in 3 different ways: (1) upon the death of the insured while the