

secure reinstatement. While the receipt of money for dues by the local receiver, and through him by the defendants' head office, after the plaintiff's son had ceased to be a member, disclosed a careless mode of conducting the defendants' business, no official who had the power to do so consented to a reinstatement of the member, nor did the society (the defendants), and it was clear from the evidence that there was no such intention. No one had been really prejudiced; of course the payments improperly made and received must be refunded. All that was done was the result of error and inadvertence—there was no waiver and no estoppel.

It was clear from the evidence that the plaintiff's son could not, by appeal or otherwise, have obtained reinstatement.

The repayment, with interest, of the sums actually received by the defendants subsequent to January, 1916, would make good to the plaintiff or her husband (one or other of them paid the dues for their son) the money loss sustained. From the amount to be repaid there should be deducted what was paid by the defendants for "sick benefits." Upon such payment being made by the defendants, the action should be dismissed. The difficulty and litigation had been to some extent caused by the defendants' carelessness, and so there should be no costs to either party.

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HUNTER v. PERRIN—FALCONBRIDGE, C.J.K.B., IN CHAMBERS—  
JAN. 20.

*Judgment—Execution—Motion to Set aside—"Renewal" of Former Application.*—Motion by the defendant Perrin for an order dismissing the summary application upon which a Local Judge directed that judgment should be entered for the plaintiff, and setting aside the execution issued upon the judgment. On the 27th April, 1917, an order was made by FALCONBRIDGE, C.J.K.B., upon the application of the defendant Perrin to set aside the aforesaid judgment, setting aside the judgment and allowing the defendant Perrin to defend, on the terms of the execution standing in the meantime as security: *Hunter v. Perrin* (1917), 12 O.W.N. 200. FALCONBRIDGE, C.J.K.B., in a written judgment, said that, in his opinion, counsel for Perrin sought to put too narrow a construction on the order of the 27th April, 1917, as to "renewal" of the motion. To give effect to his contention would certainly not be within the spirit of the order. The present motion should be dismissed—costs to be disposed of by the Judge who should hear the substantive application. H. D. Gamble, K.C., for the defendant Perrin. W. Lawr, for the plaintiff.