

I find upon the evidence that the lands in question were both inclosed and improved within the meaning of said subsection.

The evidence of Power, I think, established that fact, though Mr. Randall said it was not wholly inclosed; but the fact that Mr. Parks declared that he had pastured his cattle on the tract for about 18 years, and none had strayed off, corroborates Power's evidence.

I assess the plaintiff's damages at \$240, and direct judgment in their favour for that sum and costs.

BOYD, C.

FEBRUARY 4TH, 1909.

TRIAL

McKECHNIE v. GRAND ORANGE LODGE OF BRITISH AMERICA.

Life Insurance—Benefit Society—Certificate of Membership—Rules of Society—Conditions as to Death Benefit—Fraternal Society—Membership in Good Standing in Private Lodge—Refusal of Lodge to Certify at Death—Forfeiture of Benefit notwithstanding Payment of Assessment to Insurance Department of Grand Lodge—Parties to Action—Private Lodge not before the Court—Resort to Domestic Tribunals—Insurance Act, R. S. O. 1897 ch. 203, sec. 165 (1)—Repayment of Assessments.

Action to recover the sum of \$1,000 upon a certificate or policy of life insurance issued by defendants in favour of Alexander McKechnie, deceased.

D. Urquhart, for plaintiff.

J. A. Worrell, K.C., for defendants.

BOYD, C.:—The "certificate of membership" under which McKechnie obtained this insurance was pursuant to his application of 31st July, 1889, and sets forth that he is of Loyal Orange Lodge No. 262, held in London, and is a member in good standing of the Loyal Orange Association of British America and in the Orange Mutual Insurance Society of Ontario. He undertakes to pay all assessments to the said society, and to comply with all laws now or here-