

assigns. The moneys were claimed by the executors, who resided in Manitoba, where the assured died, and who were threatening suit there, and also by the widow, who resided in Quebec, and had brought an action against the company there. The company's head office was in Ontario, and they launched an application in the High Court for a summary interpleader order.

*Held*, that they were entitled to avail themselves of the provisions of Rule 1103 (a), as persons under liability for a debt in respect of which they were, or expected to be, sued by two or more persons.

*Held also*, that under the wide provisions of Rule 162 (3) there was jurisdiction to allow service out of Ontario of the company's notice of motion for the interpleader order.

*But, semble*, that such notice was intended to be the foundation of proceedings substituted for an action, and by which the Court's jurisdiction over the persons served was asserted, and *quære* as to what might happen on the return of the motion if the claimants did not appear and submit to the jurisdiction.

*MacLaren*, Q.C., for Langridge. *Snow*, for the Association.

Meredith, C.J.]

IN RE ONTARIO INSURANCE ACT.

[July 20.

*Benevolent societies—Incorporation—By-laws—Liability to pay assessments—Withdrawal from membership—R.S.O. 1877, c. 167—R.S.O. 1897, c. 211.*

A benevolent society, incorporated under R.S.O. 1877, c. 167, attached to the declaration, which they filed under s. 2, a printed book stated to contain a copy of the constitution and by-laws by which the said society was to be governed.

*Held*, that the constitution and by-laws thus included in the declaration became by virtue of s. 2 (1) (R.S.O. 1897, c. 211, s. 3 [1]) a part of the organic law of the society, and changes made in the by-laws in accordance with the provisions of such constitution were valid and binding.

*Held also*, that the mere fact of a person being a member of such a society, so constituted, or of its beneficiary department, raises no implied contract that he will pay the dues and assessments which according to the rules of the society afterwards become due, and that in the absence of a contract on his part to do so there is no obligation to pay for breach of which an action against him will lie. No such contract is implied in an agreement by an applicant for a beneficiary certificate, contained in his application, that compliance with all the law, regulations, and requirements, which were or might be thereafter enacted by the order, was the express condition on which he was to be entitled to participate in the beneficiary fund.

*Held also*, that a suspended member is none the less a member of the