

Plaintiff's husband was in his ordinary good health on August 27th, 1886, but died on September 2nd, 1886, having paid all dues and assessments regularly up to May 15th, 1886. It appeared that on August 14th, the plaintiff's husband received a letter from the defendants' secretary requesting payment of the dues due on May 15th, 1886, and of a certain assessment, and the same day he remitted the money, and on August 21st, 1886, the defendants sent written receipts therefor, marked across their faces: "Conditional that you are in good health;" and also wrote demanding payment of a certain other assessment as due from the plaintiff's husband as a member, which communication, however, never reached him. On August 23rd, 1886, the plaintiff wrote to the defendants offering to pay the assessment, and on the same day the defendants replied that they had received the money, and forwarded the receipts to the plaintiff's husband, and added that they trusted that this would be satisfactory. The plaintiff's husband was retained on the defendants' books as a member all the while, and the certificates were never cancelled. It also appeared that it had not been the general practice of the defendants to hold members to the strict terms of the payments. The plaintiff now brought this action against the defendants to recover upon the certificates:—It was held, that the plaintiff was entitled to judgment, for the evidence shewed that there was no intention, up to her husband's death, and for some time thereafter to take advantage of his default in payment, and the receipt of the money in August by the defendants, and their crediting him on the books therewith, clearly revived the certificate, and the defendants could not be allowed to fall back on the default in order to destroy the plaintiff's right. (44)

A resolution for the voluntary liquidation of a Mutual Insurance Company under the Ontario Winding-up Act was adopted at a general meeting on a report of directors, which contained a recommendation that policies be sent in to the liquidator, and that members seek insurance elsewhere. One of the policy-holders sent in his policy accordingly, but no notice of actual cancella-

(44) *Horton vs Provincial Provident Institution*, 17 O. R., 361.