

as alleged, impaired the financial prospects of the Kelly company by obtaining from them an unprofitable agreement on the 10th February.

If a person who holds a guaranty does something inconsistent with the guaranty agreement and to the prejudice of the guarantor, the guarantor may be released thereby; but, the learned Judge said, he could find nothing in what was complained of inconsistent with the terms of the agreement of the 7th February; and it was not pointed out in what way the defendant was prejudiced.

The letter referred to could not be read as limited to the \$4,000, the present indebtedness of the Kelly company, or to transactions of that company; and it must be read as waiving the provisions of the main agreement as to the formation of a new company, and continuing the liability of the defendant for goods supplied under the new conditions.

The learned trial Judge had gone very thoroughly into the whole subject; and LENNOX, J., entirely agreed with the conclusions arrived at.

The appeal should be dismissed with costs.

RIDDELL and MASTEN, JJ., concurred.

MEREDITH, C.J.C.P., was also of opinion, for reasons briefly stated in writing, that the appeal should be dismissed.

Appeal dismissed with costs.

SECOND DIVISIONAL COURT.

FEBRUARY 18TH, 1916.

*RE BAEDER AND CANADIAN ORDER OF CHOSEN FRIENDS.

Insurance—Life Insurance—Benefit Certificate Issued by Ontario Society—Designation of Preferred Beneficiaries—Change of Domicile of Insured—Alteration of Designation by Change to Beneficiary of same Class—Will Executed at New Domicile—Effect of Law of Domicile—Trust—Insurance Act, R.S.O. 1914 ch. 183, secs. 171(3), (5), 177(4), 178(1), (2), 179(1).

Motion by the society for an order for leave to pay insurance moneys into Court and summarily determining who are the persons entitled to share therein.