

L'Echo des Tribunaux

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Un an.....\$4.00
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L'ECHO DES TRIBUNAUX,

Bureau de Poste, Boîte 626.

Montréal Canada

L'ECHO DES TRIBUNAUX,

MONTRÉAL, 21 NOVEMBRE 1898.

solution adopted at a general meeting and which came into force on said 26th March 1896, reduced the amounts payable to plaintiff to 20 weeks in each year, and at the expiry of 20 weeks from said date, refused to pay plaintiff any further sums until the expiry of one year from said 26th March 1897, plaintiff contending that such resolution was "ultra vires" of the society, or at all events inapplicable to him, his rights as he pretends, being regulated by the rules of the society as they stood when he suffered the injury above referred to and became incapacitated and, in consequence, entitled to benefits under said rules, and \$50.00 for costs incurred by plaintiff for a notarial protest incurred by him for the purpose of putting defendant on demerue to recognize his said rights and pay him said sum of \$68.00, plaintiff praying in addition to said money condemnation against defendant that the resolution above mentioned be declared illegal, nul and "ultra vires" of the society defendant, or at all event inapplicable to plaintiff;

Whereas defendant pleads: 1o. a general denial; and 2o. a plea to the effect that the resolution referred to in plaintiff's declaration and forming article 67 of the rules of the society defendant is legal, valid and binding on plaintiff; that he has received all he is entitled to under said rule; that plaintiff has not given the notices of his continued illness required by the rules of the society and is by the fact under said rules held to have renounced to any right from said society;

Considering that the parties by ad-

mission herein filed have agreed that if said article 67 applies to plaintiff then, he is not entitled to claim anything from defendant, and that on the other hand if such article does not apply to him, then he is entitled to the amount by him sued for and that in consequence, the only question to be decided is whether said article applies to plaintiff or not;

Considering that all rights acquired by plaintiff on his becoming a member of and by reason of his membership in the society defendant were so acquired under and in virtue of the charter and rules of the society defendant and were and are subject to all the conditions in said charter and said rules contained, to which rules he at the time he so became such member, declared he submitted himself and accepted all the duties, charges and conditions thereof; (defendant's exhibit D.)

Considering that by the said charter it was specially provided that the two thirds of the members present could at a general meeting amend, change and modify its rules, as the needs of the society might require, and that by section 161 of said rules as in force when plaintiff became a member of said society it was expressly declared that said rules were always subject to be improved (perfectibles) and could be changed, modified or extended at the next general meeting by an affirmative vote of two thirds of the members present to meet such question as might arise out of their operation and which were not provided for in said rules;

Considering that by virtue of said dispositions of said charter and said

rules all rights which at the time plaintiff so became a member of said society or at the time he became incapacitated from working as by him alleged, resulted to him from said rules as they then existed were essentially subject to be modified, altered or changed by any amendment to said rules which might at any time be adopted by the society in conformity with its said charter and rules;

Considering that the contract between plaintiff and said society entered into upon his becoming a member thereof were contained in the rules of said society as they there existed taken as a whole and that he cannot as he seeks to do invoke article 65 of said rules as they then existed, as securing to him certain rights, and repudiate section 161 thereof whereby said article 65, in common with all the other rules of said society was declared to be subject to alteration as aforesaid, said article 161 forming an essential clause of the contract formed as aforesaid between him and the society defendant;

Considering therefore that the amendments to said rules adopted at a general meeting of the society defendant held on the 5th March 1896 and approved by the Lieutenant-governor of this province in council, on the 25th March 1896, and now being article 64 to 67 inclusive of the rules of said society, were legal and valid and not "ultra vires" of the society defendant and were and are binding upon plaintiff in common with other members of said society;

Considering that in virtue of said ru-

(Suite à la page 175)

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