

his own death. A never had any children but he made a will devising all his real and personal estate to his wife (the defendant, M.) D (the plaintiff) demanded possession within the six months, but it was refused by the defendant M.

*Held*, that under the third clause of the will A took an estate in fee simple which was by the fourth clause cut down to an estate tail with remainder in fee to D, but that the fifth clause gave a life estate in half the property to the testator's widow with a remainder in fee to A and that, therefore, the plaintiff and the defendant were each entitled to a half in fee simple. Judgment of Robertson, J., reversed in part.

Master in Chambers.]

MAIR v. CAMERON.

[May 12.]

*Writ of summons—Renewal—Withholding of evidence—Statute of limitations.*

Where orders were made from time to time renewing a writ of summons, and it appeared that the plaintiff all the time knew, but did not disclose, where the defendant could be served, and the Statute of limitations had, but for the renewals, barred the plaintiff's claim, the orders were rescinded, upon an application by the defendant made under Rule 358, after the orders had come to his knowledge. *Doyle v. Kaufman*, 3 Q.B.D. 7, 340, and *Hewett v. Barr* (1891) 1 Q.B. 98, followed.

*H. M. Douglas*, for plaintiff. *D. O. Cameron*, for defendant.

Boyd, C., Ferguson, J.]

[May 12.]

MASON v. MASSACHUSETTS BENEFIT LIFE ASSOCIATION.

ALLAN'S CASE—O'DEA'S CASE.

*Insurance—Benefit association—Transfer of business—New contract—Validity of—Misrepresentation as to age—Effect of—Pedigree—Dominion license—Registration in Ontario—55 Vict., c. 39, s. 34 (O).*

A Canadian Benefit Association in which the assured held certificates of insurance, assigned all its assets and business to an American Association, who issued new certificates sealed with the association's seal, and signed in the United States by the president and treasurer to the assured, which were sent to the Canadian agent, who countersigned and delivered them to the assured who subsequently paid premiums. In winding up proceedings where the claimants (one as assignee of one of the assured) sought to prove claims on the certificates, the Master found on the evidence that misrepresentations as to age had been made in both cases by the assured, and disallowed the claims, and that as the contracts had been made with a benevolent association previous to the passing of 55 Vict., c. 39 (O.) the claimants were not entitled to the benefit of s. 34 of that Act,