

MARTIN, J., dismissed the application for better particulars and ordered the paragraph in Mr. Murray's affidavit claiming exemption to be struck out.

Held, on appeal (IRVING, J., dissenting), that the description of the documents in the affidavit on production was sufficient. *Held*, also, that although privilege was claimed for the first time in a supplementary affidavit filed subsequently to the issue of a summons for a further and better affidavit, this affidavit defeated the summons and that the claim of privilege must be allowed.

Duff, for defendants. *Hunter*, for plaintiffs.

Full Court.]

BELL v. MITCHELL.

[Jan. 27.

County Court Judge—Sitting in county other than his own—Jurisdiction of when requested so to sit by Supreme Court Judge.

Appeal from an order made in an action in the County Court of Vancouver by his Honour JUDGE BOLE, directing an issue. The appeal was taken as a test case to determine the question as to whether or not the presiding judge of the County Court of New Westminster has jurisdiction to try cases in the County Court of Vancouver when requested so to act by one of the judges of the Supreme Court, in this case the request being made by the Chief Justice. There is no County Court Judge of Vancouver but the Chief Justice had been acting in that capacity.

Held, allowing the appeal, that the County Court Judge had no jurisdiction to sit by virtue of such request, and that section 8 of the County Court Act empowers only a County Court Judge to make such request.

Irving, J.

TILLEY v. CONFEDERATION LIFE.

[March 3.

Life Insurance—Premium Note—Non-payment—Forfeiture—Extended Insurance.

A life policy was issued 27th June, 1894, for \$5,000.00, an annual premium of \$84.50 being payable on the 20th of March in each year. The second premium was paid 20th March, 1895, but the third was not paid, the insured giving a note dated 20th March, 1896, at ninety days instead, the note providing that if it was not paid at maturity the policy should become null and void but subject, on subsequent payment, to reinstatement under the rules for lapsed policies. Payments on account of the note were made, and in February, 1898, the insured died.

Held, in an action by the beneficiary that the giving of the note was not a payment of the premium such as would entitle the insured to the extended insurance allowed in case three full annual premiums had been paid.

Wilson, Q.C., and *Bloomfield*, for plaintiff. *McPhillips*, Q.C., for the defendants.