was not made until after the plaintiff had left their service and in the words of the common phrase, "he had got the whip hand of them."

To my mind the plaintiff's claim was entirely an after-thought, and his action is dismissed with costs.

Under the terms of the statute, in order that the Minister of Education may consider whether my judgment is properly appealable, I withhold the formal entry of judgment for thirty days from this date.

[NOTE—A copy of the above judgment was communicated to the Minister of Education, who replied that as at present advised, he did not think it appealable, but reserved a final expression of opinion until the plaintiff appealed. The plaintiff did not appeal.]

Early Notes of Canadian Cases.

SUPREME COURT OF JUDICATURE FOR ONTARIO.

HIGH COURT OF JUSTICE.

Queen's Bench Division.

Div'l Ct.] [March 8.

DODDS *v.* CANADIAN MUTUAL AID ASSOCIATION.

Insurance—Life—Provision for payment in case of "total disability"—Construction of provision—Evidence.

The plaintiff, who was a farmer, had his life insured by the defendants, and there was a clause in the policy or certificate of insurance providing that in case of "total disability" of the insured, the insurers would pay him one-half of the amount of the insurance. About two years after effecting the insurance, the plaintiff conveyed his farm to his son, reserving to himself and wife certain benefits, but continued to work upon the farm for about a year thereafter, when he was attacked by bronchitis and asthma.

In an action to recover one-half the amount of the insurance, the evidence shewed that the plaintiff was totally disabled, permanently and for life, from doing manual labour, and that the diseases from which he suffered were the proximate and immediate cause of his disability. A medical witness said he considered the plaintiff's condition attributable to a considerable extent to his advanced years, he being about seventy.

Held, that total disability to work for a living was what was intended to be insured against, and disability from old age was not excluded, and the evidence shewed that the plaintiff came within the terms of the certificate. The arrangement made by the plaintiff with his son after the certificate was issued could have no effect upon the prior contract of insurance.

Elgin Meyers for the plaintiff.

Watson, Q.C., for the defendants.

Div'l Ct.] [March 8.

LAMB *v.* YOUNG.

Bankruptcy and insolvency—Insolvent debtor—Mortgage to creditor—Action by assignee under R.S.O., c. 124, to set aside—Notice or knowledge of insolvency.

Held, following *Johnson* v. *Hope*, 17 A.R., that an assignee for the benefit of creditors under R.S.O., c. 124, suing to set aside as void a mortgage of real estate made by his assignor when in insolvent circumstances, to a creditor, must, in order to succeed, establish that the creditor knew at the time he took the mortgage that the mortgagor was insolvent and unable to pay his debts in full.

Mackelcan, Q.C., and *Mewburn* for plaintiff.

Clute, Q.C., for the defendant.

Div'l Ct.] [March 8.

IN RE DERBY AND THE LOCAL BOARD OF HEALTH OF SOUTH PLANTAGENET.

Municipal corporations—Public Health Act, R.S.O., c. 205, s. 49—Payment for services of physician—Judgment against local board of health as a corporation—Order upon treasurer of municipality—Mandamus.

Section 49 of the Public Health Act, R.S.O., c. 205, provides that "The treasurer of the municipality shall forthwith upon demand pay out of any moneys of the municipality in his hands the amount of any order given by the members of the local board, or any two of them, for services performed under their direction by virtue of this Act."

A physician recovered judgment in a Divi-