

been stopped in three feet, that the defendant's rule required him to give highway traffic the right of way, that before this occasion he had always stopped if he saw an approaching automobile within six or seven hundred feet, and that he did not stop on this occasion because he thought he had time to cross and that the truck would stop to let him go by. It is true that in other parts of his testimony he claimed that he was farther advanced when he saw the truck, and sought to justify his course upon the ground that he thought it too late to stop. This conflict merely raised an issue for the jury. Taking the view most favorable to the plaintiff, this testimony showed that the foreman failed to act prudently in the face of a known danger.

The defendant's motions were rightly denied.

Judgment on the verdict.

All concurred.

Hillsborough, }
Nov. 3, 1931. }

ERNESTINE GAGNON *v.* AGLAÉE MARCOUX, & *Tr.*

Omer H. Amyot, for the plaintiff.

Alfred J. Chretien, for the defendant.

PEASLEE, C. J. The statute governing the exemption from attachment etc., of money due under policies issued by fraternal benefit societies reads as follows: "No money or other benefit, charity or re-

lief or aid to be paid, provided or rendered by any such society shall be liable to attachment, trustee or other process, or be taken or applied by any legal or equitable process or operation of law to pay any debt or liability of a member or beneficiary, or of any other person who may have a right thereunder, either before or after payment." P. L., c. 283, s. 117.

Without attempting to decide how far this exemption would apply to funds that had come into the hands of the beneficiary and been mingled with other money or transmuted into other forms, it is clear that it covers a case like the present one.

The plaintiff's claim that this statute contradicts the provisions of Public Laws, chapter 356, section 19, that money in the hands of a trustee may be taken on trustee-process, overlooks the proviso in that section that the property to be taken is "not exempted from trustee process." This money being so exempted, the ruling discharging the trustee was correct.

Exception overruled.

All concurred.

Hillsborough, }
Nov. 3, 1931. }

JOHN G. WHITNEY *v.* MAURICE WATSON, & *a.*