

*Mason v. Megridge*, 8 Times L.R. 805, distinguished.  
Judgment of the 10th Division Court in the County of York reversed.  
*Aylesworth*, Q.C., and *F. J. Travers* for the plaintiff.  
*Fair* for the defendant.  
*E. Saunders*, a third party, in person.  
*F. E. Hodgins* for the garnishees.

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MANITOBA.

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COURT OF QUEEN'S BENCH.

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Full Court.]

[June 8.

NORTHWEST COMMERCIAL TRAVELLERS' ASSOCIATION *v.* LONDON  
GUARANTEE AND ACCIDENT CO.

*Accident policy—Life insurance—Death by freezing.*

Judgment of BAIN, J., (noted *ante* p. 37) affirmed with costs.

Full Court.]

[June 8.

MARTIN *v.* NORTHERN PACIFIC EXPRESS CO.

*Money had and received—Receipt only prima facie evidence of delivery—Common carrier—Delivery of money package sent by express.*

Judgment of BAIN, J., (noted *ante* p. 180) affirmed with costs. KILLAM, J., dissenting on the ground that plaintiff had failed to comply with one of the conditions as to notice of the loss endorsed on the receipt given by defendants when the package was first delivered to them, by which a copy of the receipt was to be annexed to the notice.

*Ewart*, Q.C., and *C. P. Wilson* for the plaintiff.

*Howell*, Q.C., and *Machray* for defendants.

KILLAM, J.]

[June 6.

ROGERS *v.* COMMERCIAL UNION ASSURANCE CO. ET AL.

*Arbitration and award—Setting award aside—Misconduct of arbitrators.*

At the trial of these cases the plaintiff sought to give evidence of value of certain goods destroyed by fire, against which the defendants had issued policies insuring the plaintiff. The defendants then showed that plaintiff had entered into an agreement with them for ascertaining the amount of loss by a reference to two arbitrators, one chosen by each, together with a third person chosen by them "as an umpire if necessary." An umpire was chosen, but not