to preclude the debtor from paying, after the date of the guaranty, sums on account of the overdraft and in payment of accrued interest on the notes in connection therewith advanced by the bank subsequent to the date thereof.

The guaranty was "a continuing guaranty intended to cover any number of transactions" and one in which the guarantor was to be held liable to the extent of $2,500 "of the amount" for the ultimate balance remaining after all moneys obtainable from other sources shall have been applied in reduction of the amount which shall be owing from "the customer to the bank."

The Master was right in finding as he did in regard to the item of $266.56 and as to the mode of appropriating the payments in connection with the item of $922.26: Thomson v. Stikeman (1913), 29 O.L.R. 146, 156, 30 O.L.R. 123, 126.

Appeal dismissed with costs.

SUTHERLAND, J. AUGUST 1ST, 1917.

*VELTRE v. LONDON AND LANCASHIRE FIRE INSURANCE CO. LIMITED.

Insurance—Fire Insurance—Notice by Insurer Terminating Insurance—Service by Registered Letter—Tender of Unearned Portion of Premium by Enclosing Money in Letter—Letter not Actually Received by Assured—Insurance Act, R.S.O. 1914 ch. 183, sec. 194, conditions 11, 15.

Action upon a fire insurance policy.

The plaintiff, a married woman, lived with her husband, Samuel Savino, in the town of Thorold. The policy was issued to her in the name of "F. Veltre." Veltre was her maiden name, and it appeared that it is a common custom for Italian married women to retain their maiden names. Both the plaintiff and her husband were Italians. The policy was issued on the 17th June, 1916, covering for one year a stock of goods in a store and the store fixtures and furniture. A fire occurred on the 25th December, 1916, which, the plaintiff alleged, destroyed all the property insured; and she claimed $1,500, the whole amount of the insurance. The defences were, that the insurance had been terminated by notice given on the 15th December, 1916, and that the action was prematurely brought, if the policy was in force at the time of the fire.