

Q. B.]

NOTES OF CASES.

[Q. B.]

took his instructions from them, and laid before them monthly accounts, from which it could be ascertained whether premiums falling due the preceding month were unpaid. The assured, being unable to pay a premium about to fall due, wrote to S., asking him to take a note at three months. S. replied: "I am sorry you require three months' time, but I suppose it must be done, although it is against our rules. I shall have to take the responsibility myself. I enclose your draft for acceptance, which please return early." He also wrote that the company were very particular about overdue premiums. From this time S. accommodated the assured by taking notes, to which interest was added. On the 9th August, 1879, E., the cashier of defendants, wrote to the assured, acknowledging the receipt of his letter with a blank note which had been sent to S., to be filled up for the renewal of a note about to fall due, and saying that S. was absent from town, and that, as the two premiums of November, 1878, and May, 1879, were so long overdue, he should have to refer the matter to S., on his return; adding, "until the back premiums are paid, the Society is off the risk."

The death occurred on the 24th October 1879, at which time there were two notes outstanding—one for the premium due 30th November, 1878, dated 7th February, 1879, at six months, which was unpaid; and one dated 21st June, 1879, at six months, for the premium which fell due on the 30th May, 1879, which was still current. After the death, the amount of these two notes was tendered to the defendants and refused.

The jury found that the notes were taken by defendants' agent as cash payments, that the taking of them was within his authority, that he had waived payment upon the dates the premiums were due; and a verdict was entered for the plaintiff.

Held (HAGARTY, C. J., *dissenting*), that the evidence showed that it was within the authority of the resident secretary to accept notes in payment of premiums, and there was nothing in evidence which would give notice to the assured of any want of such authority, and the verdict ought not to be disturbed.

Per ARMOUR, J. The defendants had become aware of the acceptance of notes and had ratified it.

VACATION COURT.

Armour, J.]

[March 1.]

IN RE MCCORMICK AND THE CORPORATION OF THE TOWNSHIP OF COLCHESTER SOUTH.

Proposed school-house—Submission to electors.

It appeared from the affidavit of the secretary and treasurer of a school section that at two regularly called meetings of the duly qualified electors of a school section, at which a chairman was appointed, proposals to purchase a site, build a school-house and borrow money therefor, were put by way of motion and carried, upon which a by-law was passed authorizing the issue of debentures to raise money for such purposes.

Held, that under 42 Vic. ch. 34, sec. 29, subsec. 3, this was a sufficient submission to and approval of the proposal by the duly qualified electors of the section, and a rule to quash was discharged.

C. Moss, for the application.

J. K. Kerr, Q. C., contra.

Cameron, J.]

[March 8.]

IN RE RUSHBROOM & STARR,

Award—Validity—Unsworn testimony.

Held, that under R. S. O., ch. 50, sec. 224, it is imperative that the testimony on an arbitration should be sworn testimony, unless dispensed with under a definite arrangement between the parties. Such agreement may be proved otherwise than by the submission, rule, or order of reference.

J. E. McDougall, for application.

McMichael, Q. C., contra.

Cameron, J.]

[March 11.]

THE QUEEN V. MCHOLME,

Arrest here, on telegram from England, for larceny—Extradition.

The prisoner was arrested and detained on a telegram from the chief constable at Liverpool saying that a warrant charging prisoner with conspiracy to defraud his creditors, and with committing larceny, was out against him, and that he had absconded to Canada. The prisoner was brought before the police magistrate at Toronto, who remanded him under a warrant