From Q. B.]

Marrin v. Stadacona Ins. Co.

Insurance—Loss, if any, payable to third party—Cancellation—Right of insured to recover.

The plaintiffs effected an insurance with defendants; loss, if any, payable to H., as security to H., for any balance of account that might be due him.

Held, affirming the judgment of the Queen's Bench, that H., in the absence of authority, by or on behalf of the plaintiffs, had no authority to surrender the policy for cancellation.

C. Robinson, Q.C. (*H. J. Scott* with him), for the appellants.

Ferguson, Q.C., for the respondents.

Appeal dismissed.

From Chy.]

Deacon v. Driffil.

Insolvency—Sale by mortgagee—Right to prove for deficiency.

The plaintiff, who was mortgagee of lands of an insolvent, obtained against the assignee the usual decree for sale, with a special direction that in case of a deficiency he should be at liberty to prove against the estate for such deficiency on such deficiency being certified by the Master.

Held, (reversing the decree of Proudfoot, V.C.) that under the Insolvent Act of 1875 the plaintiff could not prove for such deficiency.

Ferguson, Q.C., for the appellant.

W. Mulock, for the respondent.

Appeal allowed.

From Chy.]

Shaw v. Crawford.

Lunatic's estate—Final order of foreclosure—Effect of—Committee—Security.

Held, affirming the judgment of Spragge C., on the authority of the cases of *Gunn* v. *Doble*, 15 Grant, 655, and *McLean* v. *Grant*, 20 Grant, 76, that a sale by a mortgagee, who has obtained a final order of foreclosure of real estate of a lunatic valid on its face, cannot be questioned by reason of some prior formal defect discovered a number of years after the sale.

The objection in this case was that the alleged committee of the lunatic's estate had acted and executed the mortgage in question without having first given security.

Held that the Act, 9 Vict. ch. 10, which provided for security being given only extended to cases where the Committee was appointed by the Master, and not as here by the Court, the Court having a discretionary power to authorize a committee to act before giving security.

Held, also that security was only against the misapplication of the personalty and the rents and profits of the realty, and was not directed against a mortgage executed under the authority of the Court.

Held also that the requirements of the statute, as to security, were only directory, and that a failure to comply therewith would not invalidate acts done by a person appointed and assuming to act as committee during a long series of years and who never disputed his appointment or liability, but on the contrary admitted both in the most unequivocal manner.

The bill in this case was filed against the representatives of one C. the purchaser, the T. & L. Co. the mortgagees, and H. the committee.

Held, under the circumstances and for the reasons fully set out in this case, that in any event the bill was properly dismissed against the T. & L. Co. and H. and that it was also properly dismissed against the representatives of C.

From Q. B.]

Johnston v. Western Insurance Co.

Fire insurance—Pleading—Condition precedent—Ascertainment of loss.

The declaration alleged that defendants covenanted that, subject to the conditions endorsed on the policy sued on, they would pay to the assured all such immediate loss or damage not exceeding $2,000 as should happen by fire during the currency of the policy, and averred generally a performance of those conditions. The defendants pleaded that one of those conditions was, that payment of such loss need not be made by the defendants until 60 days after the same should have been ascertained and proved, and that at the commencement of the ac-