

C. P.]

NOTES OF CASES.

[C. P.]

ditions of defendants' policies provided that no receipt or acknowledgment of insurance should be binding unless made by or on one of defendants' printed forms, and signed by their authorized agent. When the application was made the agent did not fill in and sign the defendants' printed form of interim receipts, nor did he sign a written receipt or contract of any kind, stating that he was too busy then to do so, but subsequently, and after the goods had been destroyed by fire, he wrote out a receipt, copying an old printed form. In an action on equitable grounds, setting up an insurance by interim receipt.

Held, that the cause of action was not proved.

Held, also, that a plea denying the insured's interest in the goods is not proved, by means of the goods having been transferred by warehouse receipts to a bank as collateral security on discounts, for that the insured had still an insurable interest in the wool.

An insurance was effected on large quantities of wool purchased during the wool season, and kept separate from plaintiff's other stock in a warehouse called the wool-house. A prior insurance, in another company, was on a general stock of goods, including wool, which meant small quantities purchased out of the wool season, and stored in a distinct storehouse from the wool-house.

Held, that this could not be deemed to cover wool purchased during the wool season.

Ferguson, Q. C., for the plaintiff.

M. C. Cameron, Q. C., and *J. T. Small* for the defendants.

RE MINISTER OF EDUCATION AND THE PUBLIC SCHOOL BOARD OF MACAULAY, AND PUBLIC SCHOOL BOARD OF BRACEBRIDGE.

Public Schools—Township By-law for forming Public School Board—Effect on portion of Township united to a Village—Two-thirds majority.

On 1st January, 1875, Bracebridge, which had hitherto formed part of the township of Macaulay was incorporated as a village. At the time of incorporation Bracebridge and a portion of the township formed a school section, known as section No. 1, Macaulay, which, on the incorporation became the Bracebridge section, the school-house being in Bracebridge. In October, 1875, the township of Macaulay, on a petition of two-thirds majority of the township sections, not counting the portion attached to Bracebridge, passed a by-law under sec. 48 of 37 Vic. ch. 28. O., to abolish the division of the township into school sections, and to form a Public School Board for the township. In November, 1876, a meeting of the County Inspector and the reeves of Bracebridge and Macaulay with a representation from each School Board was held at Bracebridge for the purpose

of altering the boundaries of the Bracebridge section, when a portion of the territory in dispute was set off to Macaulay and the other portion retained by Bracebridge.

Held, on a case submitted by the Minister of Education, that after the passing of the township by-law, the portion of Macaulay which had been united to Bracebridge became detached therefrom, and came under the control of the Township School Board, and continued under such control, notwithstanding what took place in November, 1876; at all events, under the Act of 1877, sec. 6, sub-sec. 7, it clearly became so detached on the 1st January, 1878.

Held also, that the portion of the township which had been attached to Bracebridge was not necessary to be reckoned in ascertaining the above two-thirds majority.

T. G. Scott, Q. C., for the Minister of Education.

Bethune, Q. C., for the Village of Bracebridge.

McCarthy, Q. C., for the township of Macaulay.

IN RE McARTHUR AND TOWNSHIP OF SOUTHWOLD.

By-law—Closing up road—Ingress and Egress—Compensation.

Where a by-law was passed by a township corporation for closing up a public road, whereby the plaintiff was excluded from ingress and egress to and from his land which abutted thereon, and did not provide any compensation to the plaintiff.

Held, that the by-law must be quashed.

Hodgins, Q. C., for the plaintiff.

Street (London) for the defendants.

PETROLIA CRUDE OIL COMPANY V. ENGLEHART.

Agreement—Reformation—Evidence.

This was an action against defendant for breach of a covenant made by him with the plaintiffs, on consideration of the premises not to use crude petroleum oil in Canada; and claiming \$29,000 agreed upon as liquidated damages for a breach thereof. The defendant set up an equitable defence that his covenant was conditional on certain arrangements making between the plaintiffs and a company called the London Oil Refining Company being renewed: that such arrangement had terminated, and that the breaches complained of were after such termination; and that such stipulations or conditions had been omitted from the deed of covenant without defendant's knowledge or consent, and praying a reformation of its covenant.

Held, on the facts and documents in the case that the plea was proved; and that the deed