

a by-law affirming the necessity of repairing the drain, adopting the report, providing for its own share of the costs, and charging the other minor municipalities with portions of the cost.

*Held, per* HAGARTY, C.J.O., and MACLENNAN, J.A.: That the drainage referee had jurisdiction to entertain an appeal by the minor municipalities against this by-law, and to declare it to be invalid.

*Per* BURTON and OSLER, J.J.A.: That he had no jurisdiction, and that in any event an appeal to him was unnecessary, the by-law being of no avail as far as the minor municipalities were concerned.

As the result the referee's judgment, holding that he had jurisdiction, was affirmed.

*M. Wilson, Q.C., and J. B. Rankin for the appellants.*

*A. H. Clarke and M. Cowan for the respondents.*

[Jan. 15.]

THOMPSON *v.* EEDE.

*County Court—Jurisdiction—Guaranty—Liquidated amount.*

The County Court has no jurisdiction to entertain an action for more than \$200 on a guaranty in general terms of payment of the price of goods, there being no liquidation or ascertainment of the amount as between the vendor and the guarantor, the liquidation or ascertainment by the debtor not binding the latter.

Judgment of the County Court of Essex affirmed.

*W. R. Riddell and H. E. Rose for the appellant.*

*A. H. Clarke for the respondent.*

[Jan. 15.]

BARNES *v.* DOMINION GRANGE MUTUAL FIRE INSURANCE ASSOCIATION  
*Fire insurance—Interim Contract—Notice to terminate—R.S.O., c. 107, s. 114 (19).*

Upon an application for insurance for four years, and the giving of his note for the premium, the applicant received an interim receipt, containing the conditions (among others) that the insurance was subject to the approval of the directors, who should have power to cancel the contract within fifty days by letter, and that unless the receipt was followed by a policy within fifty days the contract of insurance should wholly cease and determine. No notice of cancellation was given, and no policy was issued.

*Held, per* HAGARTY, C.J.O.: That this was a contract of insurance that could be terminated only in accordance with the nineteenth statutory condition.

*Per* BURTON and OSLER, J.J.A.: That this was a mere incomplete or provisional contract of insurance, which came to an end in fifty days by effluxion of time.

*Per* MACLENNAN, J.A.: That there was a contract of insurance, and that the provision for determination by effluxion of time was a variation from the