had refused a defendant who admitted the plaintiff's right to redeem certain property, but alleged that he was a purchaser for value without notice, leave to amend in order that he might plead the Registry Act, *held*, htat the amendment should have been allowed, and that the Court would allow the amendment under the Administration of Justice Act, s. 50.

On appeal, the Supreme Court

Held, that the Legislature of Ontario having thought fit to invest all the Courts in the Province with a discretionary power in matters of amendment, this Court will not fetter that power by entertaining an appeal from an order of the Court of Appeal for Ontario, made in the exercise of such discretionary power.

J. A. Boyd, Q. C,, and *Atkinson*, for the appellants.

Bethune, Q. C., and *Skead*, for respondent.

McQueen, *Appellant;* and The Phœnix Mutual Ins. Company, *Respondents.*

Insurance—Notice—Assent—Part of loss payable to creditors—Right of action.

Appeal from a judgment of the Court of Appeal for Ontario.

On the 19th Nov., 1877, the defendant's agent issued to the plaintiff a thirty days' interim receipt, subjecting the insurance to the conditions of the defendants' printed form of policy then in use, the fourth condition being as follows: "If the property insured is assigned without a written permission endorsed thereon by an agent of the company duly authorized for such purpose, the policy shall thereby become void."

Before the expiration of the thirty days, and before the issue of a policy, plaintiff assigned to one McKenzie and others in trust for his creditors the insured property and notified the company's agent of the assignment, who assented thereto, and stated that no notice to the company was necessary as the policy would be made payable to the assignees. The policy was issued on the 12th Dec., 1877, and the loss, if any, was made payable to George McKenzie and others, *as creditors* of the plaintiff, as their interests might appear.

Held—On appeal, that the notice of the assignment to the defendants' agent, while the application was still under consideration and before the policy was issued was sufficient.

2. That the words "loss payable, if any, to George McKenzie," &c., operate to enable the defendant company in fulfilment of that covenant to pay the parties named; but as they had not paid them and the policy expressly stated the appellant to be the person with whom the contract was made, he alone could sue for a breach of that covenant.

Attorney-General Mowat, for appellant.

Bethune, Q.C., & *Foster*, for respondents.

Langlois v. Valin.

Costs—Counsel arguing his own case—No counsel fee.

Appeal from a ruling of the Registrar of the Supreme Court refusing counsel, who had argued his own case, the fee allowed to counsel by the tariff.

Held, that the Registrar's ruling was correct.

COURT OF APPEAL.

C. P.] [Sept. 7.

May v. Standard Insurance Company.

Fire insurance—Condition forfeiting policy for seizure of goods—Just and reasonable conditions.

It was provided, by a special condition of a policy of insurance on certain goods, that if the insured property should be levied upon or taken into possession or custody under any legal process, or the title be disputed in any proceeding in law or equity, the policy should cease to be binding on the company.

After the insurance was effected an execution issued against the goods of the insured, under which the bailiff made a formal seizure of the goods covered by the policy. He did not place any one in possession or deprive the insured of their possession or