amount or value of £300, or involving directly or indirectly any claim, demand or question to or respecting property or any civil right amounting to or of the value of £300 may, within fourteen days after the same shall have been pronounced, made or given, apply to the said court by motion or petition for leave to appeal therefrom to Her Majesty, her heirs or successors, in her or their Privy Council. Affi..a..its were filed shewing that an amount far exceeding £300 was annually paid to the Provincial Government for licenses for the sale of liquor, which would be done away with if The Liquor Act were held to be constitutional; also that a large amount had been invested by persons engaged in the liquor traffic, which investments would be affected very seriously by the success of the proposed appeal.

Held, 1, following *Union Colliery Co.* v. *Attorney-General of British Columbia*, 27 S.C.R. 637, that the decision sought to be appealed from was not a judgment, decree, order or sentence within the meaning of the Imperial Order-in-Council, and that the court had no jurisdiction to entertain the application.

2. There was not sufficient evidence to shew that any questions respecting property or civil rights to the value of £300 were involved in the decision. Application refused without costs.

Campbell, K.C., Attorney-General, and *Aikins*, K.C., for the Government of Manitoba. *Phippen*, for the License Holders' Association.

Killam, C.J.] [April 24.

GLOBE SAVINGS AND LOAN CO. *v.* EMPLOYERS' LIABILITY ASSURANCE CORPORATION.

Principal and surety—Guarantee insurance—Conditions of insurance—Construction of stipulation that insured shall furnish proof to the satisfaction of insurer—Claim for expenses of prosecuting employee at request of insurers—Notice of loss—Waiver of conditions.

This was an action upon a guarantee bond or policy of the defendants insuring the plaintiff against loss by the fraud or dishonesty of their local agent at Winnipeg, Frederick Smith Young. One of the conditions of the policy was that "on the discovery of such fraud or dishonesty the employer shall immediately give notice thereof in writing to the corporation at its chief office in Montreal stating the number of policy, cause, nature and extent of loss, and the address, if known, of the employed." Apparently no formal notice, fully complying with this condition, was ever sent by plaintiffs to the chief office of the defendants at Montreal; but information of the loss was communicated to the defendants and they took steps themselves to ascertain fully the facts connected with the loss, and the Judge found as a fact that the chief officer of the defendants at Montreal had power to waive, and that he did waive, strict performance of such condition.