to the approval of the Directors, to whom power was reserved to cancel the risk within 30 days from the date of the receipt. In accordance with the practice of the defendants, where the risk only extended over a short period, instead of a formal policy, they issued a certificate which stated that the person was insured subject to all conditions of the defendants' policies, of which he admitted cognizance, and that in the event of loss it would be replaced by a policy if required. The fire occurred after the 30 days, but within the two months. A policy was therefore issued, endorsed with their ordinary conditions, one of which was that notices of all previous insurances should be given to the defendants and endorsed on the policy, or otherwise acknowledged by them in writing at or before the time of making assurance thereon, or otherwise the policy should be of no effect. The Gore District assurance was not endorsed on the policy.

Held (Moss, C. J. A., Burton, J. A., and Blake, V. C.—Patterson, J. A., dissenting), reversing the judgment of Proudfoot, V. C., that the verbal notice to the agent was inoperative to bind the Company, and that the plaintiff was not entitled to recover.

B. B. Osler, Q.C., for the appellant.

Boyd, Q.C., and *C. Moss*, for the respondents.

Appeal allowed.

From Chy.] [Dec. 17.

STAVELY v. PERRY.

Accretions to Land—Highway.

By 10 Geo. IV., c. 2, the Cobourg Harbour Company were authorized "to construct a harbour at Cobourg, and also to erect all such needful moles, piers, wharves, buildings, and erections whatsoever, as should be useful and proper for the protection of the harbour and for the accommodation and convenience of vessels entering, lying, loading, and unloading within the same; and to alter and repair, amend and enlarge the same, as might be expedient," &c.

The plaintiff was the owner of a lot which extended to the water's edge of Lake Ontario, and fronted on a public highway called Division Street. Under the authority of the above Act the Company built a pier in front of Division Street. From time to time, earth dredged from the basin was deposited to the east of the wharf, and crib-work was placed on the outside to prevent it being washed away. On the additional land thus formed partly by accretion and partly by the action of those representing the harbour, the defendants built a storehouse and fence along the front of that part of the plaintiff's land which had accrued to him from alluvial deposits, and the plaintiffs filed a bill to compel the defendants, in whom the powers conferred on the Harbour Company had been vested, to remove the store house and fence, on the ground that this erection was on the highway, and that they prevented him from having access thereto from his land.

Held (Moss C. J. A., Burton, Patterson, J. J. A., and Blake, V. C.), reversing the decision of Proudfoot, V. C., that the formation in question was not part of the highway, but an artificial structure constructed for the harbour purposes under the authority of the Act, and that the plaintiff was not entitled to relief.

Held, also, that gradual accretions in front of a road allowance form part of the road allowance, just as similar deposits in front of a lot accrue to the benefit of the owner of the adjacent land.

Robinson, Q. C., and *Boyd*, Q. C., for the appellants.

Armour, Q. C., for the respondent.

Appeal allowed.

From C. C. York.] [Dec. 17.

BLACKBURN v. LAWSON.

Insolvency—Use and Occupation—Action for.

This was an action for the use and occupation of a store belonging to the plaintiff from the 1st April to the 1st July, 1875. On the 20th April the defendant made an assignment under the Insolvent Act of 1869. The assignee did not occupy the shop further than was necessary to remove the goods to another store which the defendant owned. On the 1st of May a deed of composition and discharge was executed, which directed the assignee to deliver up and convey the estate to the insolvent upon the due execution and confirmation thereof. The deed was confirmed on the 14th June, when the defendant was allowed to continue on his own account the business which since his assignment he had nominally conducted on account of the assignee, but no written reconveyance was ever made. It was proved that the assignee had given the defendant the key of the store as soon as the deed was executed: that people who wanted to see the store applied to him and were shown over it by his son: that the landlord's agent had recognised the