Held, also, that the company had been duly kept alive by the operation of all the different statutes relating thereto.

Blake, Q.C., and *H. Cameron*, Q.C., for plaintiffs.

Bethune, Q.C., and *Edwards, contra.*

VACATION COURT.

Osler, J.] [Aug. 28.

In Re Corporation of Township of York and Wilson.

Arbitration and award—Submission—Appeal—R. S. O. ch. 50, s. 191.

Where a submission to arbitration contained only the usual provision that the agreement might be made a rule of Court, and that the Court might be moved to set aside or refer back the award: *Held*, that this conferred no right of appeal under R. S. O. ch. 50, s. 191.

J. K. Kerr, Q.C., for plaintiffs.

Bull, contra.

CHANCERY.

The Chancellor.] [Sept. 1.

Lowson v. Canada Farmers' Insurance Co.

Fire Insurance—Mutual Insurance—Ultra Vires.

By the statute incorporating an Insurance Company, which was authorized to carry on business on the mutual as well as the proprietary principle, it was enacted that "no mutual insurance shall be effected on . . nor on any kinds of mills, carpenters' or other shops, which, by reason of the trade or business followed, are rendered extra hazardous; machinery, breweries, distilleries, tanneries, or other property involved in similar or equal hazard." The Company, professing to act under their charter, granted a policy of insurance on a grist, carding and fulling mill, which were all in one building, and the position therein of the picker, it was alleged, rendered the risk extra hazardous. The structure was destroyed by fire. In a suit instituted to compel paymont of the insurance, the Company raised the defence of *ultra vires*, which the Court sustained, and dismissed the bill, but, under the circumstances, without costs, the Chancellor observing, "The point . . goes to the very root of the plaintiff's case, and makes it unnecessary for me to make any disposition of the points in the case. I should have been well pleased to have come to a different conclusion upon the question upon which I decide the case, for the defendants, the Insurance Co., in opposing the plaintiff's claim, are resisting upon inequitable grounds the payment of a just debt. I should not say this, if the evidence which was taken before myself did not lead me to that conclusion."

The Chancellor.] [Sept. 1.

Neill et al. v. Carroll.

Mechanics' Lien Act—Lapse of time—Repairing property.

The plaintiffs delivered and set up for the defendant a boiler and engine, supplied by themselves, in Sept., 1878, upon certain terms of credit, which expired on the 25th April, 1879, and registration of the lien was effected on the 23rd December, 1878, and a bill to enforce the lien was filed on the 31st May, 1879.

Held, that the effect of the delay in the institution of the suit was that the lien under the Act had ceased to exist, notwithstanding the plaintiffs had done some work upon the machinery late in December, 1878; the time within which the registration was to be effected was not to computed from the time such alterations were made, or the defects in the machinery remedied.

The Chancellor.] [Sept. 1.

Bell v. Lee.

Will—Insane delusion—Will wholly inoperative.

A testator, owing to his labouring under an insane delusion as to the legitimacy of one of his daughters, made no provision whatever for her, whilst he made some prosion for his other daughters.

Held, that this rendered the will wholly inoperative, not inoperative in part only—that is, as regards the daughter for whom no provision had been made.