

the Bank of Hamilton a further sum, for which they obtained judgment against him, and afterwards a mortgage from him for whatever interest he had in this property. The Bank of Hamilton and H. S. Hurd together now ask for partition against the father. Lashing objects to the partition.

H. L. Drayton, for plaintiffs.

W. T. Evans, Hamilton, for defendants.

BRITTON, J., held that, under the circumstances, the order for partition should not be made.

Motion dismissed with costs.

STREET, J.

JUNE 27TH, 1902.

TRIAL.

DOHERTY v. MILLERS AND MANUFACTURERS  
INS. CO.

*Fire Insurance—Non-Payment of Premium—Re-insurance.*

Action tried at Goderich, without a jury. Action to recover \$24,523.75 in respect of damage done by fire to the plaintiffs' property at Clinton. The property was insured by two policies issued by defendants, but the premiums had not been paid, although the defendants had re-insured their risk.

W. Proudfoot, Goderich, for plaintiffs.

W. Barwick, K.C., for defendants.

STREET, J., held that no contract existed between the plaintiffs and defendants for an insurance for the year beginning 31st October, 1901.

Action dismissed with costs.

FALCONBRIDGE, C.J.

JUNE 11TH, 1902.

CHAMBERS.

LONDON LIFE INSURANCE CO. v. MOLSONS BANK.

*Discovery—Production—Privilege—Information and Documents Obtained Prior to Action, but Not in View of It.*

Appeal by plaintiffs from order of local Judge at London directing plaintiffs' manager to attend, at his own