$1,156 was the true amount, a tender of that amount to the plaintiff, and they brought that amount with interest into Court. The plaintiff based his right upon a request before the 1st June, 1910, when the full eight years would expire. The policy made it quite clear that after three complete years the insured became entitled in law to be paid a certain amount of cash, upon his application being made and received at the head office of the defendants. The amount was fixed by the table. RIDDELL, J., said: Remembering that it is only in case of the policy having been in force three complete years that the table applies at all, I am of opinion that there can be no doubt of the interpretation of the table. There is a column of sums payable for "three years"—this must mean "three complete years"—since the table is not intended to apply to any term less than three complete years—and the same interpretation must be given to . . . "seven years," "eight years," etc. . . . Had the plaintiff made an application on or after the 1st June, 1910, it is possible that he should be held to be entitled to the $1,420 he claims. But he carefully avoided making any application. What he did ask for was "papers," that he might "fill out . . . and forward a new application." He asserted that a further application was not necessary. This cannot be considered an application—he might receive the papers, and even fill them out, but change his mind and omit to make any application. Nor can I say that such an application, had it been made, would have been without result, or that there was any waiver by the defendants. The action must be dismissed, and I can see no reason why the dismissal should not be with costs, which may be taken from the sum in Court. The defendants agreed at the trial that the plaintiff might take his position under the policy as though he had not surrendered it, without new medical examination or other proceedings, except paying the premium. That may still be done, with the consent of the beneficiary. B. N. Davis, for the plaintiff. T. D. Delamere, K.C., for the defendants.

CARNEY v. TOWNSHIP OF COLBORNE—BOYD, C.—DEC. 22.

Municipal Corporations—Drainage—Flooding Lands Adjacent to Highway.]—Action for damages for injury to the plaintiff's land from water backed upon it. The plaintiff alleged neglect of the defendants to keep in repair a drain which they