

Appeal dismissed with costs.

*Ewart*, K.C., and *Spence*, for appellants. *Shepley*, K.C., and *Magee*, for respondents. *Newcombe*, K.C., for Dominion of Canada. *Ritchie*, K.C., *Nesbitt*, K.C., and *Mulvey*, K.C., for Ontario. *Lanctot*, K.C., and *Gervais*, K.C., for Quebec. *Jones*, K.C., for New Brunswick. *Nesbitt*, K.C., for Manitoba. *Mulvey*, K.C., for Saskatchewan.

Ont.]

[Dec. 13, 1907.

CANADIAN CASUALTY INS. CO. v. BOULTER AND HAWTHORNE.

*Insurance—Sprinkler system—Damage from leakage or discharge—Injury from frost—Application—Interim receipt.*

A policy of insurance covered loss by leakage or discharge from a sprinkler system for protection against fire but provided that it would not cover injury resulting inter alia from freezing. The water in a pipe connected with the system froze and the pipe being burst damage was caused by the consequent escape of water.

*Held*, affirming the judgment of the Court of Appeal (14 O.L.R. 166), *Davies*, J., dissenting, that the damage did not result from freezing and the insured could recover on the policy.

In the Hawthorne case the majority of the Court dismissed the appeal on the same grounds. The policy in that case was sent to the brokers who had applied for it on behalf of the assured shortly before, and the latter did not see it until the loss occurred.

*Held*, per *Davies*, J., that the contract of insurance was not contained in the policy but in what took place between the brokers and the agent of the insurers on applying for it, and as the latter informed the brokers that damage by frost was insured against the assured could recover.

Appeals dismissed with costs.

*Watson*, K.C., for appellants. *Blackstock*, K.C., and *Rose*, for respondents.

Ont.]

[Dec. 13, 1907.

DESCHENES ELECTRIC CO. v. ROYAL TRUST CO.

*Contract — Electric lighting — Lessee of hotel — Partnership — Dissolution—“Assigns of lessee”—Cancellation of contract—Notice.*

The electric company and S. entered into an agreement for