not be reached through a receiver so as to make it available for the satisfaction of the plaintiffs' claim.

Allen v. *Furness*, 20 A.R. 34, distinguished.

D. B. Maclennan, Q.C., and *C. H. Cline* for the plaintiffs.

Leitch, Q.C., and *R. A. Pringle* for the adult defendants.

Dingwall for the infant defendants.

Div'l Court.] [June 21.

CRAM *v.* RYAN.

Negligence—Fire—Liability for acts of another—Control—Navigable waters—Access to shore and navigation rights—Public rights—Private rights.

Held, affirming the decision of STREET, J., 24 O.R. 500, that the defendants were liable for the negligence of the owner of the tug hired by them in so placing it as to communicate fire to the plaintiff's scow, as in doing so he was obeying the orders of the defendants' foreman, and was under his direct and personal control.

Bartonshill Coal Co. v. *Reid*, 3 Macq. Sc. App. Cas. 266, followed.

Held, however, reversing the decision of STREET, J., that the plaintiff, in moving his scow where he did, was not a trespasser, at all events, as against the defendants, who were mere licensees "to take sand from in front of" the land granted by the Crown.

The grant to the shore of the river, reserving free access to the shore for all vessels, boats, and persons, carried the land to the water's edge, and not to the middle of the stream.

The effect of the removal of the shore line back from its natural line was to make the water so let in as much *publici juris* as any other part of the water of the river, and such removal did not take away the right of free access to the shore so removed.

Watson, Q.C., and *Masten* for the plaintiff.

McCarthy, Q.C., for the defendant

Div'l Court.] [June 21.

FINDLEY *v.* FIRE INS. CO. OF NORTH AMERICA.

Fire insurance—Policy—Statutory conditions—Other conditions—Variations—55 Vict., c. 39, s. 33—Representations in application—R.S.O., c. 167, s. 114, condition 1—Moral risk—Apprehension of incendiarism.

Where a fire insurance policy does not contain the statutory conditions, but other conditions not printed as variations, it must be read as containing the statutory conditions and no others.

Citizens Ins. Co. v. *Parsons*, 7 App. Cas. 96, followed.

And the law in this respect has not been altered by 55 Vict., c. 39, s. 33.

Where the policy is based upon an application containing statements or representations relating to ma ers as to which the insurers have required information, the first of the statutory conditions in s. 114 of R.S.O., c. 167, must be taken to refer to such statements and representations, whether the risk they relate to is physical or moral.