Metcalfe, J.] BURLEY v. KNAPPEN. [March 28.

Jurisdiction—Action against non-resident for cancellation of agreement of sale of land not in jurisdiction—Provision for cancelling agreement by mailing notice to purchaser "at post office."

In an action brought by a resident of the province as vendor against the purchaser, although he is a non-resident, for specific performance of an agreement executed within the jurisdiction for the purchase of land though out of the jurisdiction, under which the payments were to be made within the jurisdiction, the courts acts in personam and, if there is default in payment of subsequent instalments, has jurisdiction to order that the purchaser perform his contract within a time to be fixed, and that, in default, the contract be rescinded, and any money already paid thereon forfeited to the plaintiff.

Piggott, 127, 128, and Grey v. M. & N.W. Ry. Co., 11 M.R. 48, followed. A provision for cancellation of an agreement of sale after default and forfeiture of money already paid by mailing a notice to the purchaser "at ——— post office" is ineffective and should be altogether disregarded.

Cooper and Hogg, for plaintiff. McLaws, for defendant.

Metcalfe, J.] [April 6. PRAIRIE CITY OIL CO. v. STANDARD MUTUAL FIRE INSURANCE CO.

Fire insurance policy—Condition requiring notice of loss to be given in writing forthwith.

A provision of a fire insurance policy requiring the insured to give notice in writing of any loss to the company forthwith as a condition precedent to the liability of the company must be strictly complied with; and, if the insured fails to give such notice, he cannot recover on the policy even in a case where the company was advised of the loss on the same day by a telegram from its agent which was acknowledged by letter from the head office the next day, and the company's agent at once employed a professional adjuster to investigate the loss and report to the company.

Bell Bros. v. Hudson's Bay Insurance Co., 2 Sask. L.R. 355, followed. The receipt by the company of a statutory declaration by the insured giving particulars of the loss, 17 days after the fire, was not a compliance with the condition requiring notice in writing "forthwith."