

REPORTS AND NOTES OF CASES.

Dominion of Canada.

SUPREME COURT.

Ont.] KEEFER v. PHOENIX INSURANCE CO. [Feb. 19.

*Insurance against fire—Insurable interest—Unpaid vendor.*

An unpaid vendor, who by agreement with his vendee has insured the property sold, may recover its full value in case of loss though his interest may be limited, if, when he effected the insurance, he intended to protect the interest of the vendee as well as his own.

The fact that the vendor is not the sole owner need not be stated in the policy nor disclosed to the insurer. Judgment of the Court of Appeal 26 O.A.R. 277: 35 C.L.J. 385, reversed, and that of the trial judge 29 O.R. 394, restored. Appeal allowed with costs.

*Coldier*, for appellant. *Aylesworth*, K.C., for respondent.

Ont.] LAKE SIMCOE ICE & COLD STORAGE CO. v. McDONALD. [Feb. 19.

*Water courses—Navigable waters—Cutting ice—Trespass on water lots.*

An Ice Company, in harvesting ice from navigable waters at a distance from the shore may use any reasonable means of conveying it to their ice-houses and for that purpose may cut a channel through private water lots through which to float the ice.

Judgment of the Court of Appeal, 26 O.A.R. 411, reversed, and that of MacMAHON, J. at the trial, 29 O.R., 247, restored, STRONG, C.J. and TASCHEREAU, J. dissenting. Appeal allowed with costs.

*McPherson* and *Campbell*, for appellant. *McDonald*, K.C., for respondent.

Ont.] BIGGS v. FREEHOLD LOAN & SAVINGS CO. [Feb. 19.

*Mortgage—Rate of interest—Payment by instalments.*

A mortgage given to secure payment of \$20,000 with interest at nine per cent. payable half yearly, contained these provisos: "Provided that on default of payment for two months of any portion of the money hereby secured the whole of the instalments hereby secured shall become payable. Provided that on default of payment of any of the instalments hereby secured, or insurance or any part thereof at the times provided, interest at