any offer in writing to the defendants that might or might not have been accepted. The plaintiffs sought to do an act that would be binding on the defendants, whether they were willing or not. The policy and letter might have been sent by a messenger, who would have been the agent of the plaintiffs for the purpose. Having been sent by mail, it was none the less the agency of the plaintiffs than if a messenger had been sent. But it was necessary for the plaintiffs, in order to terminate the policy, to have the notice actually reach the defendants or their authorized agent, and the instrument selected for that purpose was the agent of the plaintiffs, not of the defendants; nor can the fact that the plaintiffs signed the form of surrender on the policy make any difference. It was not intended to operate and could not operate until received, and the defendants had complied with the terms of condition 19a, that is, paid to the plaintiffs the balance of the premium which the plaintiffs had paid to the defendants. Nor could it operate against the plaintiffs until delivery had taken place. The policy all the time until actually received by the defendants or their authorized agent being in the possession of the plaintiffs, during which time the property had been destroyed, the policy was, therefore, in force when the loss occurred; the character of the contract was changed from a contingent to a certain liability, and a cause of action based on an absolute debt forthwith accrued to the plaintiffs: C. P. L Co. v. Aetna Ins. Co., 27 N. Y. 608; May on Insurance, 4th ed., vol. 1, sec. 67, as to cancellation of policy: "Notice of cancellation, if given by mail, must be received before loss by the party entitled thereto, or by his agent authorized to receive the same, otherwise there is no cancellation;" Joyce on Insurance, vol. 2, sec. 1,669.

I have not lost sight of the fact that it was by the mistake of the plaintiffs in not addressing the letter of the 30th May to Mr. Lett at Barrie, that it was not received by him before the fire, but I do not see how this can in any way affect the question.

Having regard, therefore, to the agreement between the parties, I give judgment in favour of the plaintiffs for the amount claimed by them with interest from the 5th June, 1901, and with costs.

Beatty, Blackstock, & Co., Toronto, solicitors for plaintiffs.

McCarthy, Osler, Hoskin, & Creelman, Toronto, solicitors for defendants.