

Q. B.]

NOTES OF CASES.

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CANTY v. CLARK ET AL.

Work and labour—Agreement to pay according to certificate of engineer.

Defendants agreed with plaintiff to pay him for certain work to be done by him according to the certificate of the engineer of a railway that the work had been fully completed, and not otherwise. *Held*, that the plaintiff was bound, in the absence of fraud or undue influence, by the certificate of the engineer, and could not dispute the same.

Idington, Q.C., for plaintiff.

R. Smith, contra.

BRIDGMAN v. LONDON LIFE ASSURANCE COMPANY.

Insurance—Untrue representation—"Brother"—Construction.

On an application for a life policy deceased stated, in answer to a question as to how many brothers he had, that he had three, whereas it appeared that he had seven, of whom four were half-brothers. *Held*, not such an untrue statement as to disentitle plaintiff to recover.

Rose for plaintiff.

Falconbridge contra.

GAUTHIER v. WATERLOO INS. COMPANY.

Insurance—Subsequent risk without assent—Mistake.

Contrary to the statutory condition contained in a policy issued to him by defendants, plaintiff, under the mistaken idea, as alleged, that his policy had expired, effected another insurance on the same property with a different Company, who issued to him the usual interim receipt, good for thirty days, and acknowledging payment of the premium, for which plaintiff gave his note instead of paying in money. After the fire, the agents with whom plaintiff had effected the subsequent insurance, discovering that the policy issued by defendants had not in fact expired, withdrew plaintiff's application for the subsequent insurance, and got back the interim receipt from him. *Held*, that the statutory condition was, nevertheless, broken, and that plaintiff could not, therefore, recover; and that

the question whether there had been in fact any subsequent insurance at all, by reason of the premium having been, contrary to the rules of the Company, paid by note instead of in money, could not be determined in this suit, particularly as the Company had admitted their liability by paying an insurance effected at the same time on plaintiff's furniture, the premium on which had been covered by the same note.

Crickmore for plaintiff.

Richards, Q.C., and Clement, contra.

BOOTH v. WALTON.

Setting off judgments.

Held, that an order staying proceedings on a judgment obtained by plaintiff against defendant until after the trial of an action by defendant against plaintiff, and the subsequent setting off of a judgment in the latter suit against that in the former had been improperly made, and the order was therefore set aside, with costs.

H. Cameron, Q.C., for plaintiff.

Watson, contra.

HEBNER v. WILLIAMSON.

Construction of deed.

When the words of a deed are doubtful, the intention of the parties will govern its construction, and not the wording alone. A. granted to B. a lot of land "with the exception of continuing Victoria Street of the Village of Centreville across the said lot." *Held*, Cameron J. dissenting, that this might be held to reserve sufficient land for that purpose, and not merely the right to continue the street, and that the evidence in this case shewed it was intended to reserve the land.

Per CAMERON, J.—The words of the deed only contain a reservation of a personal right to continue the road, and unless it is expressly found by the jury that it was intended to dedicate the land for a way, the intention must be gathered from the instrument.

C. Robinson, Q.C., for the plaintiff.

Read, Q.C., and Ball, Q.C., contra.