payment to the agent, on his mortgage, fourteen months after the agent had ceased to receive any mortgage money, such payment was held to be not a good payment. —*Greenwood* v. *The Commercial Bank of Canada*, 14 Chan. Rep. 40.

APPEAL — INSURANCE — FIRE POLICY—CONDITION AS TO INCUMBRANCES — VENDOR'S LIEN — FALSE SWEARING. — One of the conditions of a policy of insurance was that every incumbrance affecting the property at the time of assurance, must be mentioned in the application, otherwise the policy should be void. The property in question had been conveyed to the plaintiff and his wife by one S and wife, in consideration, as expressed in the deed, of a then subsisting indebtedness by S. and wife to plaintiff, and of a bond by plaintiff *alone* to support S. and wife during their lives, who by the said deed *released to plaintiff and wife all their claims upon the property.* In his application for assurance plaintiff stated the property to be unencumbered:

Held, affirming the judgment of the Court of Common Pleas, 16 C. P. 493, that there was no lien for purchase money, and that the property was not encumbered.

Another condition of the policy was that any fraud or attempt at fraud, or false swearing, on the part of the assured, should cause a forfeiture of all claims under the policy. After the loss by fire plaintiff made a statement under oath, that he was absolute owner of the property at the time of the fire, whereas, under the conveyance to him and his wife, he was only jointly interested with her therein:

Held, reversing the above judgment, J. Wilson, J., *dissentiente*, that he was not guilty of false swearing within the meaning of the condition; for that the word "false," as used there, meant wilfully and fraudulently false (of which defendants had themselves at the trial acquitted plaintiff), whereas it was merely an incorrect description of his title with which he could be charged.

Remarks upon the equitable doctrine of the vendor's lien for unpaid purchase money. — *Mason, appellant*, v. *The Agricultural Mutual Assurance Association of Canada, respondents*, 17 U. C. C. P. 19.

MASTER AND SERVANT.—Where a person employed for a certain term at a fixed salary payable monthly is wrongfully discharged before the end of the term, he may sue for each month's salary as it becomes due; and the first judgment will not be a bar to another action for salary subsequently coming due.—*Huntington* v. *Ogdensburgh and Lake Champlain Railroad Company*, 7 Am. Law Reg. 153.

ONTARIO REPORTS.

ERROR AND APPEAL.

(*Reported by* ALEX. GRANT, ESQ., *Barrister-at-Law, Reporter to the Court.*)

HARROLD *v.* THE CORPORATION OF THE COUNTY OF SIMCOE, AND THE CORPORATION OF THE COUNTY OF ONTARIO. (*a*)

Appeal—Bridge lying between two counties—Joint liability to maintain.

The counties of Simcoe and Ontario are connected by a draw-bridge between the two counties, over a water channel called the Narrows, on Lake Simcoe.

By sec. 327 of C. S. U. C. cap. 54, where a bridge lies wholly or partly between two counties, the Councils of such municipalities shall have joint jurisdiction over it.

The bridge in question here having been left open, the plaintiff, who was passing along the highway, fell into the Narrows, and was injured.

Held, affirming the judgment of the Court of Common Pleas, 16 C. P. 43, VanKoughnet, C., *dissentiente*, that the defendants were liable to plaintiff in a civil action for the damage sustained by him; that the word "between" must be construed in its popular sense; and that where a bridge is constructed over navigable water, and connects two opposite shores lying in different counties, such bridge is between such two counties, and they are jointly answerable for its maintenance, even though the counties, as respectively containing the townships between the shores of which the current flows, reach to the middle of the water, and are divided only by the invisible, untraceable line called *medium filum aquæ*.

This was an appeal from the judgment of the Court of Common Pleas, reported in 16 C. P 43, where the facts of the case are fully stated

M. C. Cameron, Q. C., and *Christopher Robinson*, Q. C., for the appeal, in addition to the authorities cited below, referred to *Deveril* v. *G. T. R. Co.*, 25 U. C. Q. B. 517; *Webb* v. *Port Bruce Harbor Co.*, 19 U. C. Q. B. 615, 623; *Joy* v. *McKinn et al.* 1 U. C. C. P. 13, 28.

R. A. Harrison, contra, cited *Reg.* v. *Inhabitants of Brightside Bierlow*, 13 Q. B. 933; *Erie City* v. *Schwingle*, 10 Harr. 384; *City of Dayton* v. *Pease*, 4 Ohio, 80; Con. Stat. C. cap. 28, ss. 74, 75; Con. Stat. U. C. cap. 45, sec. 331, subsec. 2.

DRAPER, C. J. (January 2nd, 1868.)—Without hesitating for an instant that the respondent, the plaintiff below, has a good right to recover damages for the very serious injury he has sustained, I have experienced much difficulty in adopting a conclusion on the question, from whom he should so recover.

As I understand it, this bridge was a public bridge, coming within the 316th section of the Municipal Act; and as no question on the point has been raised, I assume there was a proclamation declaring it to be no longer under the control of the Provincial authorities, in which case it should thenceforth be controlled and kept in repair by the Council of "the municipality."

What municipality? is the question. There is a reference to a by-law or by-laws on this subject, and a by-law of the Council of the County of Ontario was admitted, but it forms no part of this appeal-book; and therefore whether it purports to be passed under the 339th section of the statute, or whether it is founded on the assump-

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(*a*) Argued 25th January, 1867, before Draper, C. J., VanKoughnet, C., Richards, C. J., Hagarty, A. Wilson, J. Wilson, JJ., Mowat, V. C.