

State of New York, similar to condition 19a. See also judgment of MacMahon, J., in *Bank of Commerce v. British America Assurance Co.*, 19 O. R. 241, approving of *Runkle v. Citizens' Ins. Co.*, 6 Fed. Rep. 148: "The right, however, to terminate a contract of insurance which has been partly entered into and has taken effect by this method is a right which can only be exercised by either party by a strict compliance with the terms of the policy relating to cancellation." The learned Judge also refers to *May on Insurance*, *Chase v. Phoenix Mutual Life Ins. Co.*, 67 Me. 85, and *Hathorn v. Germania Ins. Co.*, 55 Barb. (N.Y.) 28, as to the strictness required in complying with the conditions cancelling a policy of insurance.

Condition 19a does not provide how the notice shall or may be given. Condition 23, however, says "any written notice to a company for any purpose of the statutory conditions, when the mode thereof is not expressly provided, may be by letter delivered at the head office of the company in Ontario, or by registered post letter, addressed to the company, its manager or agent, at such head office, or by such written notice given in any other manner to an authorized agent of the company."

No written notice was delivered at the defendants' head office in Ontario; in fact, it was not shewn that the defendants had a head office in Ontario; the only head office spoken of was at Montreal, and no written notice was delivered there. Nor was any registered post letter, or letter or notice of any kind, addressed or sent by the plaintiffs to the defendants, their manager or agent, at any head office.

Then, was a written notice given in any other manner to an authorized agent of the defendants? Was the letter of the 30th May with the policy, having the surrender thereof indorsed thereon, a sufficient notice to satisfy condition 19a, and was the receipt thereof by Mr. Lett, the authorized agent of the defendants, on the 6th June, after the fire had occurred and the property had been destroyed, a notice to the defendants in compliance with condition 23?

In my opinion, it was not. Upon the authorities, I must hold that a letter sent by post giving such notice is not notice by depositing the letter in the post office; it can only become so when received from the post office by the party to whom it is addressed.

The post office had not been made the agent of the defendants to receive such notice. The law is well settled that if an offer made by mail is accepted by mail the contract is complete from the moment the letter of acceptance is mailed, even if it is never received; but this does not apply here, because no negotiation was pending, no contract had been proposed in writing; the plaintiffs had not made