employers' liability insurance. By one clause in the agreement Eastmure engaged to fulfill conscientiously all the duties assigned to him, and to act constantly for the best interests of the company, and by another, the agreement was to continue from year to year subject to termination by either party on giving three months' notice to the other. Shortly after he became agent of this company Eastmure accepted the agency for Ontario of the Lloyd's Plate Glass Insurance Company, and, on refusing to give it up on demand of the Canada Accident Insurance Company, he was dismissed from their employ.

Held, affirming the decision of the Court of Appeal for Ontario, (22 A. R. 408) that the acceptance by Eastmure of the agency of the rival company, by which he would be prevented from conscientiously fulfilling the duties assigned to him by the Canada Accident Insurance Company, was sufficient justification for his dismissal by the latter.

Appeal dismissed with costs.

Gormully, Q.C., and *Orde*, for the appellant.

W. Cassels, Q.C., and *Bruce*, Q.C., for the respondents.

Province of Ontario.

COURT OF APPEAL.

OSLER, J.A.] [Feb. 12.

IN RE DAM AND SLIDE ON LITTLE BOB RIVER.

Water and watercourses—Rivers and Streams Act—Mills and Mill Dams Act R.S.O. c. 118—R.S.O. c. 120.

It is only when improvements in a stream are made for the express purpose of facilitating the floating of saw logs, that tolls can be charged for their use. There is no right to charge tolls for the use of improvements primarily intended for milling purposes, though the use of the stream for floating saw logs is thereby facilitated.

Judgment of His Honor Judge Dean affirmed.

H. J. Wickham, and *C. W. Thompson*, for the appellants.

Cassels, Q.C., and *T. Stewart*, for the respondents.

Irving, Q.C., for the Attorney-General of Ontario.

HIGH COURT OF JUSTICE.

Queen's Bench Division.

ARMOUR, C.J.
STREET, J. } [Dec. 31, 1895.

MCKAY *v.* THE NORWICH UNION INS. CO.

Insurance—Statutory conditions—Variation—Unreasonableness—Notice—Vacancy—Materiality—Part affected—Title—Agreement between mortgagee and insurance company—Subrogation.

The defendants insured seven houses, described in the policy as "a two-story frame, rough-cast, felt-roofed block, 128 x 78 feet, containing seven dwell-