

one of whose clerks returned it, and had it cancelled, stating that there had been a mistake. The ship being lost, the owner succeeded in recovering on the policy, on the ground that he had never authorized the broker to cancel the insurance; that a policy executed by an insurer is complete and binding against him, although in fact it remains in his possession, unless there is some particular act required to be done by the other party to declare his adoption of it, and that it is not necessary that the insured should formally accept or take away a policy, in order to make the delivery complete.

McPhillips, J.A. (in *Brown's Travel Bureau v. Taylor, supra*), refers to a judgment of the Privy Council, *Re Equitable Fire & Accident Office v. Ching Wo Hong*, [1907] A.C. 96, where the policy under consideration also contained a condition that it was to be of no effect unless the premium had been wholly or partially paid; the fact that no payment had been made was held to have prevented it from ever coming into force.

It is apparent that no hard and fast rule can be laid down to determine the moment when any particular policy may come into effect, this being a point to be decided according to the facts of the case and the wording of the instrument.

Province of Ontario

SUPREME COURT.

SCOTT v. CRINNIAN.

Falconbridge, C.J.K.B.]

[44 D.L.R. 24.]

Vendor and purchaser—"Mortgage"—Definition of under Mortgages Act—Vendor's lien—Insurance money—Application.

The definition of "mortgage" in the Mortgages Act, R.S.O. c. 112, is wide enough to cover the charge known as a vendor's lien and the holders of such vendor's lien are entitled as mortgagees to have insurance money on the property applied in accordance with the provisions of s. 6 of that Act. Although they are entitled to the security of the insurance money, they are not entitled to apply the insurance money in payment of purchase instalments not yet due, but such moneys should be held in trust or invested or paid into court if the parties cannot agree as to its disposal.

Corham v. Kingston (1889), 17 O.R. 432; *Edmonds v. Hamilton Provident* (1881), 18 A.R. (Ont.) 347, followed.

Sir George Gibbons, K.C., for plaintiffs. *T. G. Meredith* for defendant.