

policy had been cancelled, and on the plaintiff afterwards writing offering to supply proofs of loss, if required, the company again denied any liability on the ground of cancellation, but said nothing as to furnishing proofs of loss.

*Held*, that the plaintiff did not cease to be the "person insured" within the meaning of the Insurance Act, and that the policy could not be cancelled by the company unless they strictly followed the provisions of the Act.

*Held*, also, that the insurance effected by the mortgagees could not be deemed to be a subsequent insurance within the meaning of sub-sec. 8, s. 168 of R.S.O. (1897), c. 203; nor could it be deemed a double insurance as understood in commercial law.

*Held*, also, there was such a repudiation of liability by the company as relieved the plaintiff from making formal proofs of loss.

*Geo. Wilkie*, for the plaintiff. *Dalton McCarthy*, Q.C., and *C. J. McInnes*, for the defendants.

Street, J.]

HEWETT v. JERMYN.

[April 20.

*Will—Construction of grant of probate to one of two executors—Right of such executor to sell—Vendor and purchaser.*

A testatrix devised and bequeathed all her real and personal property to her husband H. and to R. as her executors, to carry out the provisions of the will, with full power and authority, if in their discretion they deemed it advisable, to sell all or any of her property, and to invest the proceeds, as they might deem best, and to pay the income thereof to the husband H. during his lifetime, and after his death to sell the property and divide the same equally between her children. R. renounced probate, and on 20th April, 1892, probate was granted to H., who, as sole executor, had since contracted to sell to J. certain of the testatrix's lands to pay debts, etc.

*Held*, that H. had power to make a valid sale, and that s. 13 of the Devolution of Estates Act, which requires a caution to be registered, in no way interfered with such power.

*Holden* for the petitioner. *Hamilton Cassels* contra.

Divisional Court.] REG. EX REL. HALL v. GOWANLOCK.

[April 29.

*Municipal elections—Concurrent motions in High and County Court—Prohibition—Collusion—R.S.O., 1897, c. 223, s. 227.*

Appeal from order herein for prohibition, noted *supra*, p. 317.

There is no power in the Judge in Chambers either to prohibit or enjoin the judge of the County Court, who has equal jurisdiction and authority with him, from proceeding with the trial of the validity of this election. The proper course would have been for the defendant to have moved in the County Court on notice, addressed to the two relators, calling on them to show cause why the motion before the County Court Judge should not be set aside or made returnable before the Master in Chambers, and upon this motion col-