

consumer, as upon a breach of contract to supply pure water, for injuries caused to his hydraulic elevator by sand in the water supplied. Judgment of ROSE, J., 34 C.L.J. 418, 29 O.R. 459, affirmed.

Langton, Q.C., and H. M. Morat, for appellants. Robinson, Q.C., and Fullerton, Q.C., for respondents.

From Ferguson, J.]

[May 5.

KEEFER v. PHOENIX INSURANCE CO. OF HARTFORD.

*Insurance—Fire Insurance—Vendor and purchaser—Partial interest.*

A person who has only a partial interest in the subject matter may insure for his own benefit to the full insurable value of that subject matter, but in that event the policy must define in express terms the nature of the interest insured, and if there is any ambiguity the insured will be entitled to recover only the value of his own interest. A policy issued to a vendor, who has received part of his purchase money, insuring the buildings on the land in question in a specified sum, with a proviso that the insurers are "to indemnify and make good unto the said assured, his heirs or assigns, all such direct loss or damage not exceeding in amount the sum or sums insured as above specified, nor the interests of the assured in the property herein described," does not cover more than the vendor's interest or enable him to recover for the benefit of himself and the purchaser the full value of the subject matter. Judgment of FERGUSON, J., 34 C.L.J. 317, 29 O.R. 394, reversed, MACLENNAN, J.A., dissenting.

Aylesworth, Q.C., and G. L. Smith, for appellants. H. H. Collier, for respondents.

From Meredith, C.J.] WARD v. CITY OF TORONTO.

[May 5.

*Landlord and tenant—Covenant for renewal or payment for improvements—Election.*

Under a covenant in a lease that if, at the expiration of the term, the lessee should be desirous of taking a renewal lease, and should have given to the lessors thirty days' notice in writing of this desire, the lessors would renew or pay for improvements, the lessors have the right to elect, and the lessee must accept a renewal unless before the expiration of the term the lessors elect not to renew. Judgment of MEREDITH, C.J., 34 C.L.J. 701, 29 O.R. 729, affirmed.

Armour, Q.C., for appellants. Fullerton, Q.C., and W. C. Chisholm, for respondents.

From Divisional Court.]

[May 5.

SAUNDERS v. CITY OF TORONTO.

*Master and servant—Negligence—Independent contractor.*

The relationship of master and servant does not exist between a municipal corporation and a teamster hired by them by the hour to remove