the passing of R. S. O. c. 162, by the Dominion Parliament, had not indorsed upon it the statutory conditions referred to in the Schedule to the above Act, but had conditions of its own which were not made as variations in the mode indicated by the Act.

Held, affirming the judgment of the Court of Queen's Bench, that the defendants could not resort to their own conditions avoiding the policy for non-disclosure of a previous insurance by reason of such non-compliance, nor to the statutory conditions inasmuch as they were not printed on the policy.

Held, also, that a person insured under such a policy is entitled to avail himself of any statutory conditions in his favour, notwithstanding that it is not printed upon it, but the assurers are only entitled to avail themselves of such conditions, when they have them printed upon their policy.

Held, also, that R. S. O. c. 162 was not *ultra vires* as the Legislature of Ontario has power to deal with an Insurance Company incorporated by the Dominion Parliament in reference to insurances effected in Ontario.

Robinson, Q. C., for the appellant.
M. McCarthy, for the respondent.
Appeal dismissed.

From Chy.] [March 10

Peterkin v. McFarlane et al.

Purchase for value without notice—Registration—A. J. Act, sec. 50.

The bill, which was filed against McF., R., McK., and B., alleged that a deed made by the plaintiff and her husband in 1866 to McF., although absolute in form, was made only as security for a loan of $500 from McF. to plaintiff; that McF. sold to R. and M., who took with notice of the plaintiff's right to redeem; that R. and M. sold the land to B., who took with notice, and that B. gave a mortgage back, to secure part of the purchase money, which was not paid up. The defendant, B., who was the only appellant, admitted by his answer the alleged character of the conveyance from the plaintiff to McF., and that the sale by McF. to R. and M. was in fraud of the plaintiff; but he denied notice of the plaintiff's claim, and alleged that he was a purchaser for value without notice.

At the hearing, B., who was the only appellant, made an application for leave to file a supplemental answer, setting the up facts shewn by the evidence that his deed from R. and M., and their deed from McF., as well as his deed from the plaintiff, had been duly registered, which was refused.

A decree was made declaring that the conveyance to McF. was only as security for the repayment of the $500; that R. and M. bought with actual notice of the plaintiff's claim, and that B. bought from them with actual notice.

It did not appear whether the decision was on the ground B. had actual notice when he purchased, or that B., not having paid his purchase money, was affected by notice, although not received till the filing of the bill.

Held (Proudfoot, V.C., dissenting), that the evidence did not shew that B. had notice of the plaintiff's claim when he purchased; that the amendment should have been allowed, and that this Court had power now to allow it under the A. J. Act, sec. 50; but as it would not be proper to conclude the proof without an opportunity of producing further evidence, the case was sent down for another hearing.

C. Moss for the plaintiff.
Boyd, Q.C., for the respondent.
Appeal allowed, without costs. The costs of the hearing, and subsequent proceedings up to the entry of the decree, to abide the event.

From C.P.] [March 10.

Lawrence v. Ketchum.

Will—Description—Parol evidence.

The testator, who made his will in 1866, amongst other devises, bequeathed "all my real estate situated in the Township of Mono, in the County of Simcoe." It appeared that he had purchased lots 1 and 2 in the Township of Mono, in the County of Simcoe, in 1862, in 1863 Orangeville was incorporated as a village and annexed to the County of Wellington, lot No. 1