

which is hereby cancelled and surrendered." This was signed by the plaintiffs.

The post stamp on the envelope shows that it was received at the post office "Ogdensburg" on the 30th May, 1901, at the post office "Parry Sound" on the 31st May, 1901, and at the post office "Barrie" on the 6th June. It is admitted by the defendants that the envelope, with its contents, the letter and policy, were not received at Barrie by Mr. Lett until half-past eleven on the forenoon of the 6th June, and that it had been forwarded by the post master at Parry Sound by post to Mr. Lett at Barrie. The fire had taken place before the arrival of the letter at Barrie; it began about 11 p.m. on the night of the 5th June, and terminated by 5 a.m. on the 6th June. On the morning of the 6th June, and before the letter had been received by Mr. Lett, Mr. Bartlett, the agent at Orillia for the plaintiffs, telephoned Mr. Lett, informing him of the fire, and Mr. Lett, immediately after, and before the receipt of the letter, replied by letter, asking for information; and about the same time he telegraphed to the defendants at their head office, Montreal, informing them of the fire.

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Condition 19a of the Ontario statutory conditions provides: "The insurance, if for cash, may be terminated by the assured by giving written notice to that effect to the company or its authorized agent, in which case the company may retain the customary short rate for the time the insurance has been in force, and shall repay to the assured the balance of the premium paid."

Condition 23: "Any written notice to a company for any purpose of the statutory conditions, when the mode thereof is not expressly provided, may be by letter delivered at the head office of the company in Ontario, or by registered post letter addressed to the company, its manager or agent at such head office, or by such written notice given in any other manner to an authorized agent of the company."

May, on Insurance, 4th ed., vol. 1, sec. 67, says: "The right of cancellation on notice reserved by the terms of the policy to either party should be exercised with care that the notice be explicit and the conditions strictly complied with." And to the same effect, Joyce on Insurance, vol. 2, sec. 1,660: "The right to rescind or cancel can only be exercised by either party acting strictly in compliance with the exact stipulations of the policy relating thereto," citing with approval many American authorities, where the law in this respect is in the different States, and especially in the