

in terms thereof." While the note was running the policy was assigned for value, with the assent of the company, to the plaintiff, to whom the receipt was delivered by the assured.

*Held*, that no estoppel was created by the receipt; that there was no duty upon the company to have afforded the plaintiff an opportunity of paying the premium; and, that the policy was void.

*A. A. Stockton*, K. C., and *A. J. R. Snow* (of the Ontario Bar), for defendants. *H. A. Powell*, K. C., for plaintiff.

En Banc.] *BELYEA v. PROVINCIAL CHEMICAL FERTILIZER CO.* [Feb. 22.  
*Negligence—Damage caused by icy road.*

Plaintiff was unloading bar iron from his sled into a car on a railway siding. The rear end of the sled was against the car, and the horses were standing on a platform approach to the siding at an angle with the line of the car. Defendants' servant drove on to the approach with a load of produce to load on a car standing on the same siding, approaching from the direction in which plaintiff's horses were heading. In driving over an icy slope the sled slued towards plaintiff's horses with the result that one of them either through being struck by the sluing sled, or frightened by it, fell between the platform and the car and was injured. There was evidence from which there appeared to be quite an open space which would admit of the driver avoiding the icy slope. Defendant claimed it was an inevitable accident, but there was no evidence that the horses became unmanageable or that anything uncontrollable occurred.

*Held*, on appeal from a judgment of a county court judge refusing to set aside a verdict for plaintiff, *TUCK*, C. J., and *McLEOD*, J., dissenting, that there was sufficient evidence to leave to the jury and justify their verdict. Appeal dismissed with costs.

*Geo. H. F. Belyea*, for plaintiff. *J. King Kelly* and *Dr. Stockton*, K. C., for defendant.

En Banc.] *GRIMMER v. MUNICIPALITY OF GLOUCESTER.* [Feb. 22.  
*Parish bonds—Whether municipality liable.*

*Held*, *GREGORY*, J., dissenting, that the Act of Assembly, 41 Vict., c. 102, to provide for the erection of an almshouse in the parish of Bathurst, Gloucester County, does not authorize the municipality of Gloucester to pledge its own credit for the re-payment of bonds issued for the raising of money for the purpose.

Plaintiff's verdict set aside and nonsuit ordered. *W. C. H. Grimmer* and *L. A. Carrey*, K. C., for plaintiff; *M. G. Teed*, K. C., for defendant.

The Act provided for the appointment by the municipal council of commissioners for purchasing the land and erecting the building, and for maintaining the institution, and authorized the county council to "cause