

DIARY FOR JULY.

1. Sunday 6th Sunday after Trinity. Dominion Day. Long vacation begins.
2. Monday Heir and Devisee sits. Surrogate Court sits, except in York.
3. Tuesday Quebec founded 1604.
4. Wednesday Battle of Chippewagon, 1814.
5. Thursday Duke of York married, 1893.
6. Friday Col. Simcoe, Lieut.-Gov. of Ontario, 1792.
7. Saturday 7th Sunday after Trinity.
8. Sunday Importation of slaves into Canada prohibited, 1793.
9. Monday Christopher Columbus born, 1447.
10. Tuesday Battle of Black Rock, 1812.
11. Wednesday Battle of the Boyne, 1690.
12. Thursday Sir John B. Robinson, 7th C.J. of Q.B., 1829.
13. Friday 8th Sunday after Trinity. Manitoba entered Confederation, 1870.
14. Saturday Quebec capitulates to the British, 1629.
15. Sunday British Columbia entered Confederation, 1871.
16. Monday 9th Sunday after Trinity. W.H. Draper, 9th C.J. of Q.B., 1863; W.B. Richards, 3rd C.J. of C.P., 1863.
17. Tuesday Union of Upper and Lower Canada, 1840.
18. Wednesday Battle of Lundy's Lane, 1814.
19. Thursday St. James. Canada discovered by Cartier, 1534.
20. Friday 10th Sunday after Trinity. Wm. Osgoode, 1st C.J. of Q.B., 1792. First Atlantic cable laid, 1866.

Notes of Canadian Cases.

SUPREME COURT OF CANADA.

Ontario.]

[March 29.]

McGEACHIE v. NORTH AMERICAN LIFE ASSURANCE COMPANY.

Life insurance—Condition in policy—Note given for premium—Non-payment—Demand of payment after maturity—Waiver.

A policy of life insurance contained a condition that if any premium or note, etc., given for a premium was not paid when due, the policy should be void. M., who was insured by this policy, gave a note for the premium, and when it matured he paid a part and renewed for the balance. The last note was twice renewed and was overdue and unpaid when M. died. After the last renewal matured the manager of the company wrote, demanding payment. In an action by M.'s widow to recover the sum insured with interest,

Held, affirming the decision of the Court of Appeal for Ontario (20 Ont. App. R. 187), which reversed the judgment of the Divisional Court (22 O.R. 151), that the policy was void under the said condition, and that the demand of payment after the last renewal was not a waiver of the breach of the condition so as to keep it in force.

Appeal dismissed with costs.

Aylesworth, Q.C., for the appellant.

Kerr, Q.C., for the respondents.