made within the 9 & 10 Wm. III. the application to set aside the award was too late, and no sufficient reason had been assigned for the delay.

Hector Cameron, Q.C., for appellant.

McCarthy, Q.C., for respondent.

WELLINGTON MUTUAL INS. CO. v. FREY.

Mutual Insurance Company.

Held—That a policy issued by a Mutual Insurance Company is not subject to the requisites of the R. S. O. c. 162, and therefore the appellant company were entitled to set up against the insured a non-compliance with the provisions of 36 Vic. c. 44.

Ballagh v. *Royal Mutual F. Ins. Co.* approved of.

CANADA SOUTHERN RAILWAY CO. v. NORVELL, DUFF, CUNNINGHAM AND GATFIELD (4 cases).

Award.

Appeals by the Canada Southern Railway Company from the order of the Court of Appeal of the Province of Ontario, dated the 14th day of January, 1880, which dismissed the appeal of the Canada Southern Railway Company to that Court from the decrees pronounced in four cases in the Court of Chancery, wherein Norvell and other respondents were plaintiffs, and the company defendants, by the Hon. Vice-Chancellor Proudfoot in favour of the said Norvell and others. The decrees, after making The Canada Permanent Loan and Savings Company, and the Molsons Bank, parties, plaintiffs, in the Norvell suit, as encumbrancers upon Norvell's interest in the lands in question, declared that the said Norvell and others were entitled to enforce against the company the specific performance of the awards set out in the bills of complaint, and that the company should pay to Norvell the sum of $9,294.92, being the amount of his award with interest and costs; and to Cunningham, $2,480; to Duff, $2,500; and to Gatfield, $1,680; and upon payment that they should release to the company the lands which had been expropriated by the company for their line of railway.

Before the Supreme Court of Canada the counsel for the appellants for the first time contended. 1st. That the award in Norvell's case was bad, because the arbitrators had dealt only with the equity of redemption interest of the amount. 2nd. In all the cases that the awards were bad on their face, as being signed by only two arbitrators without notice to the third, and that the awards should show that the third arbitrator was notified, as a condition precedent to its validity—and it was

Held, Per CURIAM—That Norvell should be at liberty to amend his answer to raise the point that the award is invalid as being in terms confined to the limited interest of the land owner as mortgagor instead of embracing the whole fee simple of the estate, and when answer so amended, the judgment to go without costs that the award is void for that reason.

In the cases of Duff, Cunningham, and Gatfield, appellants to be at liberty to amend answers by raising the points as to the award being made in presence of two arbitrators only, in the absence of the third, and without notice to the third. If the land-owner in each case before the tenth day of September, 1880, files a signification signed by counsel that he desires a new trial, judgment to go therefor without costs to either party; but if he declines a new trial, then judgment in answer may go for the company without costs.

Cattanach, counsel for appellants.

J. A. Boyd, Q. C., for respondents.

GENERAL NOTES.

A SINGULAR CASE OF BIGAMY.—At the North and South Wales Circuit, Chester, July 27, William Watts, a saddler, was charged with bigamy, by marrying one Sarah Redfern in September, 1878, his former wife, whom he had married in March, 1851, being still alive.

The two marriages were duly proved, and evidence of the prisoner and his first wife being together four years ago given, but the case turned on a curious point never yet decided by the Court of Crown Cases Reserved—the question of what is known as the seven years' statute. When, on a trial for bigamy, a seven years' absence between the parties is proved, the prosecution must show that the prisoner knew that the person he or she first married was alive some time during that period of seven years, otherwise no conviction can take place. Some Judges, however, on Circuit and in