

1866.

Davies  
v.  
Home Ins.  
Co.

It may therefore be assumed that *Linton* did represent to the defendants that his interest was not absolute in the goods, but perhaps it cannot be assumed that this limited interest was expressed in the policy in writing.

But does it therefore follow that this insurance is void? Does this provision apply to an assignment of the policy, or only to the original policy? If only to the original policy, then this insurance is not void. •

The clause reads, if the property "to be insured be held in trust, &c." Now this property is not to be insured, for it had been already and was at the very time of the assignment actually insured. Then again the provision that the limited interest shall be expressed "in the policy in writing," cannot apply; firstly, because the limited interest does not relate to the case of an assignment, and secondly, because *the policy* is not then to be altered.

Judgment.

There are special provisions as to assignments, quite distinct from those which apply to the making of the original insurance, and the clause just referred to can no more be held to relate to an assignee, than that other clause in the declaration which states that "*application for insurance* must be in writing and must specify the construction and materials of the buildings to be insured," &c. These clauses I think do not extend to, and were not intended to extend to, any such case, and no good purpose can be served by giving them so wide a reference: *Richardson v. The Canada Farmers' Mutual Insurance Company* (a).

The construction to be placed upon a policy should have relation to the condition of things as they were at

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(a) 17 U. C. C. P. 433.