sel insisted that, if this be so, as it was the intention of plaintiffs to obtain such insurance, the parties were never ad idem.

I do not think the evidence offered at the trial outside of the written documents can vary the contract between the parties, and I am of opinion that their rights must be decided upon the written documents as they stand. . . .

The word "property" occurs in R. S. O. 1897 ch. 203, sec. 2, sub-sec. 41 (c), where it is declared that "insurance" shall include "insurance of property against any loss or injury from any cause whatsoever, where the obligation of the insurer is to be indemnified by a money payment or by restoring or reinstating the property insured."

Then, in the margin of sec. 166 are the words, "'property' which may be insured." Here we find the meaning of the word "property," so far as it relates to fire insurance, limited to the classes of property therein defined.

I think that standing timber and land do not fall within any of the classes of property therein specified. . . .

[Reference to Broom's Legal Maxims, 5th ed., p. 540; Brown v. Bachelor, 1 H. & N. at p. 255; Mare v. Charles, 5 E. & B. 981; Langston v. Langston, 2 Cl. & F. 194, 243; Baker v. Tucker, 3 H. L. C. at p. 116.]

Here we have the statute using the word "property" in a limited sense and clearly defining its scope and meaning. We have a contract purporting to be made in pursuance of the powers given under the same Act where the word "property" is used. By giving it the meaning defined by the Act, the contract, if not void upon other grounds, is valid. By giving the meaning contended for by plaintiffs, the contract is invalid.

Defendants never insured or assumed to insure standing timber on any other occasion; and I do not find anything in the evidence to suggest, nor is it contended, that defendants intended to insure standing timber in this case. In my opinion, looking at the contract as it stands, and having regard to the statute in pursuance of which it purports to be made, the meaning of "property," as therein used, is limited to the classes of property defined in sec. 166 of the Insurance Act. And so finding, I am of opinion that plaintiffs are not entitled to recover $4,698.94, being the amount of the loss claimed. It may be mentioned here that, while property other than standing timber was included in the claim, it was stated that this property would not exceed $5,000, and therefore, if the standing timber were not included, no claim could be made for the other property.