

10(f)), is that a company is not liable for losses occurring while gasoline, inter alia "is stored or kept in the building insured or containing the property insured unless permission is given in writing by the company."

*Held*, reversing the judgment of the Court of Appeal, 17 Ont. L.R. 214. Idington and Anglin, JJ., dissenting, that the words "stored or kept" must be interpreted separately and that the keeping prohibited need not be continuous and habitual, but a temporary keeping for a special purpose may avoid the policy. *Mitchell v. City of London Assur. Co.* (15 Ont. App. R. 262) distinguished.

A building used as a drug and furniture shop, the upper rooms of which were occupied by the proprietor's clerk, a qualified chemist, as tenant, was insured. The clerk had a gasoline stove which he used for three or four days and then put away in an unoccupied room, it containing about a pint of gasoline. Three months later he brought it down to the shop and used it for making a syrup, when the building took fire, and was totally consumed.

*Held*, that this was a "keeping" of gasoline on the premises in violation of the statutory condition and the insurance company was not liable for the loss.

Appeal allowed with costs.

*Raney*, K.C., for appellant. *Gamble*, K.C., for respondent Thompson. *Hellmuth*, K.C., for respondent Union Bank.

Railway Board.]

[April 5.

COUNTY OF CARLETON v. CITY OF OTTAWA.

*Railway crossing—Protective works—Contribution to cost—Party interested—Municipality—Distance from works.*

On an application under ss. 237, 238 of the Railway Act, R.S. 1906, c. 37, for works to protect a railway crossing over a public highway the Board of Railway Commissioners has jurisdiction to order a municipality, as a party interested, to contribute to the cost though the works are not within the bounds of such municipality, nor immediately adjacent thereto. Appeal dismissed with costs.

*Sinclair*, K.C., *D. H. McLean*, *McVeity*, *Ewart*, K.C., and *W. L. Scott*, for various parties.