

Mr. Routh, a commission merchant, who was the agent of the defendants at Montreal, through whom the policy was effected, stated that he understood by the clause that the vessel was not to be in the Gulf after the 15th of November. That is to say, coming west, and going east, not to proceed to Newfoundland after the 1st of December, etc. On cross-examination he stated he did not undertake to do anything beyond giving his opinion of the reading of the clause.

Their lordships are of opinion that the clause is very clear, that the opinion of Mr. Routh is not admissible, and that to put upon the clause such a construction as that contended for, would be to make a new agreement for the parties, instead of construing that which they made for themselves. The only way in which a doubt is created as to the construction of the clause, is by reading the latter part of it, as declaring that the vessel might proceed from any of the ports mentioned in the policy to Newfoundland, on or before the 1st of December, notwithstanding they might have to pass through the Gulf after the 15th of November. That, however, is not the true construction of the clause. As their lordships read it, the vessel was neither to be in the Gulf of St. Lawrence after the 15th day of November, nor to proceed to Newfoundland from any port after the 1st day of December. There is nothing inconsistent or unreasonable in giving effect to the words used, and in holding that the vessel, whether proceeding from Montreal, or from any other port, was not to be in the Gulf of St. Lawrence after the 15th of November.

Their lordships are therefore of opinion that the appellants are not liable for the loss unless they have rendered themselves liable by accepting the notice of abandonment.

As regards that question it may be taken as proved that within a reasonable time after the plaintiff first heard of the loss of the vessel, he gave notice of abandonment to the company's agent at Montreal. (See appellant's case, in the appeal to the Court of Queen's Bench record, p. 60.) It is there said, "The respondent heard of the loss of the vessel