SUTHERLAND, J. JANUARY 12TH, 1917.

GOOD v. GENERAL ANIMALS INSURANCE CO. OF CANADA.

Insurance—Animal Insurance—Misrepresentations—Immateriality—Ontario Insurance Act, R.S.O. 1914 ch. 183, sec. 156 (6)—"Cash."

An action to recover $1,000 upon a policy issued by the defendants insuring the plaintiff against the loss of a stallion.

The policy was for the term of three months from the 19th April, 1916. The animal died on the 7th or 8th June, 1916.

The defence was that the policy of insurance was obtained by the plaintiff by misrepresentation in stating that he had purchased the animal and paid therefor $2,800 in cash, when in fact the horse was not purchased or paid for in cash but was obtained by the plaintiff partly as the result of a trade and partly of a promissory note.

The action was tried without a jury at Stratford.

D. Robertson, K.C., for the plaintiff.

George Wilkie, for the defendants.

SUTHERLAND, J., in a written judgment, said that the term "cash" has a strict meaning: Stroud's Judicial Dictionary, 2nd ed. (1903), p. 269; Mears v. Western Canada Pulp and Paper Co. Limited, [1905] 2 Ch. 353. But, in such a case as the present, and having regard to the course of conduct of the parties, it would not be appropriate, as against the plaintiff and in favour of the defendants, to press the construction too far.

The purchase of the stallion could not be considered a trade. In reality it was a new purchase, on which was credited in effect cash to the amount paid or agreed to be paid for another stallion. For the balance a somewhat long-term note was given, but it carried interest at 5 per cent. till paid. The agent of the defendants apparently filled out the various application forms, and the defendants did not treat the answers to the questions as of very great or strict importance. It was argued that, if answers had been given to the questions in strict accordance with the facts, the insurance would not have been granted. With this contention the learned Judge did not agree; he could not believe that the defendants would have considered the variations of the