upon it, it would have required evidence of the most conclusive and unquestionable character to warrant a Court of Equity in interfering.

In the present case the policy was not delivered until after the fire, but to give the plaintiff a *locus standi* at all it must be assumed in his favor that a short-date receipt or certificate was issued within thirty days from the issue of the interim receipt.

That short-date receipt entitled him to a policy from the Company in their usual form containing the usual conditions, and based upon the written application which the directors had before them when determining whether to accept or reject the risk.

Taking the view most favorable for the plaintiff, and laying aside for the present any questions arising upon the pleadings or the necessity of reforming the contract, in what position was he to enforce his claim upon the short date receipt at the time of the fire had he elected to file a bill in equity, instead of requiring the issue of a policy, and proceeding upon it at law?

Suter, as agent of the Company, had authority to do two things: 1st. To receive and forward to the board of directors for their acceptance or rejection written applications for insurance. 2nd. To grant *interim* receipts insuring the applicant, pending the consideration of that application, not extending under any circumstances beyond the period of 30 days.

Within these limits the Company were liable upon his contracts as fully as if made under the Corporate Seal, and they would be subject to all the incidents attaching to contracts generally, and notice therefore to him would be notice to them as far as that *interim* contract was concerned.

I take it also to be clear that so far as the *interim* contract was concerned, a verbal notice to the agent of existing assurances would have been sufficient, the *nota bene* at the foot of the *interim* or provisional receipt, which is the only portion of *that* contract which renders it necessary to take any notice of other insurances, not requiring the notice to be in writing. But for this N. B., no notice of other insurance would as regards the *interim* insurance have been necessary at all, and one can see a reason therefore for its being thus pointedly called to the attention of the applicant, whilst the dispensing with the necessity of a written notice to the agent is apparent, as the information was merely to enable him to judge whether he should entertain the application or reject it.

This, however, is the only condition applying to the provisional insurance—with that exception, it is an absolute and unconditional contract—but that contract was subject to cancellation at any time by the Board of Directors by causing a notice to that effect to be mailed to the applicant, and unless a policy were issued upon the application to be forwarded to the directors for their approval within 30 days, the provisional contract ceased and determined.

But the plaintiff was aware that the agent's power to bind the company was limited to a provisional contract of this kind, and that the ultimate contract of insurance depended upon the view which the directors might take of the risk, founded upon the information contained in his written application. He was aware that the directors attached importance to the full disclosure of other insurances, for his attention had been expressly called to it in the foot-note to his receipt, and was himself under the belief that such disclosure was material, as is evidenced by his anxiety to have it inserted in the application—whether it was in fact material must depend upon the contract itself which was entered into.

It is expressly agreed that the application shall form part and be a condition of the contract of insurance.

On that application the enquiry is made, what insurance is effected on the property now to be insured and with what companies. To this the applicant applies: "Hastings Mutual $2,000, Canadian Mutual $3,000," saying nothing of that of the Gore.

This is forwarded to the Board of Directors, and is in fact the only information before them when called upon to form their opinion upon the risk.

The Directors accepted the risk, but as was their practice with short date policies, instead of issuing a formal policy, granted a certificate to the effect that the plaintiff had insured under and subject to all the conditions of the defendants' policies, of which the plaintiff admits cognizance, the property in question.

The policies issued by the company contain a proviso that in case the assured shall have already any other insurance upon the property not notified to this company and endorsed on this policy, the insurance shall be void, and a covenant that the representation given in the application contains a just, full and true exposition of all the facts and circumstances in regard to the risk and to the condition, situation and value of the property and the interest of the assured therein, and if the same be not truly represented the policy shall be void.

The sixth condition required that notice of all previous assurance shall be given to the company and endorsed on the policy or otherwise acknowledged by the company in writing, otherwise the policy will be of no effect.

The nineteenth condition requires that all notices required for any purpose must be in writing.

The issuing of the policy by the Company with notice of any existing insurance must, of course, be regarded as an assent to such additional insurance, and they could be compelled in the event of their refusal to endorse it on the policy as required by the condition. And the