each of the several classes of property named in the policy; that is, the same proportion of the loss as the amount of the defendant's insurance bears to the whole insurance, $60,000. The defendant contends that its liability is limited to one forty-fifth of the amount of the loss.

Whatever may have been the full purpose or intention involved in affixing specific sums to the several items of property insured, all of which sums aggregated $90,000, the effect of the clause in the agreement, that the defendant "covers under this policy * * * 1-45th part of each of the above-named sums, amounting in the aggregate to two thousand dollars," is to apportion the total insurance of two thousand dollars to these separate divisions of the property, so that one forty-fifth of the sums annexed to these divisions, respectively, shall be taken as the insurance of this company. Making the arithmetical computation thus indicated, and inserting the one forty-fifth of "each of the above-named sums" in place of those sums, and following the language of the policy, it would express the agreement of the defendant to "insure Sellers Hoffman against loss or damage by fire to the amount of two thousand dollars."

On stone building marked "A" on plan.....$222 22
On stone building marked "B" on plan..... 111 11

And so on through the list of 21 items. The aggregate of the sums thus arrived at would be $2,000. It is obvious that such an apportionment of the whole insurance was intended to be made, and that this was not intended as a blanket policy, insuring the whole property, without apportionment, in the sum of $2,000.

Under the clause declaring that the defendant should not be liable for a greater proportion of any loss than the sum insured by this policy bears to the whole sum of the insurance, this company became liable for one-thirtieth of the loss upon each one of the specified classes of property, up to the extent of the sums apportioned to such classes, respectively, by the terms of this policy,—that is, its proportion of the loss is as $2,000 is to $60,000, the whole sum of the insurance; and, thus computed, the liability of the defendant would amount to the sum claimed in the complaint, $1,700. The contention of the defendant that the amounts set opposite the several classes of property, in the schedule, and aggregating $90,000, was, in effect, an agreement that a total insurance of that amount should be maintained upon the property, and that its liability should be only in the proportion of $2,000 to $90,000, cannot be sustained. No such agreement is expressed, and there is no sufficient ground for a legal implication to that effect. Indeed, it is more reasonable to say that the policy leaves it wholly to the option of the assured to determine what amount of other insurance he would carry. "Privilege to make other insurance without notice" is given. This would certainly allow the assured to take out more than $90,000 of insurance, and that is inconsistent with the theory of the defendant that the agreement contemplates the specific sum of $90,000 as the total amount of the insurance. Our conclusion, that the defendant is liable to the extent of one-thirtieth of the loss, is in accordance with the decisions in *Insurance Co.* vs. *Hoffman in the Appellate court of Illinois reported in 22 Chic. Leg. News 84, and in Hoffman* vs. *Insurance Co., 38 Fed. Rep. 487*, both of which cases were actions by this same plaintiff to recover for this same loss, and upon policies like that now before us. Order reversed.