

so as to prevent the recovery of more than sixty per cent. of the loss.

Had the Legislature meant, "or if the property covered by the policy hereafter be affected by other insurance," it would have said so. The best way of finding out what the Legislature means is to find out the meaning of what it says. And it has said: "If the assured hereafter"—*i.e.*, after the coming into force of the original policy of insurance—"effects any other insurance thereon." I think this means, to bring about, procure, insurance non-existent at the time of the coming into force of the original policy, and "thereafter" in reference to its "now."

There did not seem to be any decision in the Courts of this Province on the point.

Reference to *Harris v. Liverpool and London Fire Insurance Co.* (1866), 10 L.C. Jur. 268, 273, 274; *Walton v. Louisiana State Marine and Fire Insurance Co.* (1842), 2 Rob. (Supreme Court Louisiana) 563; *Washington Insurance Co. v. Hayes* (1867), 17 Ohio St. 432; *Peoria Marine and Fire Insurance Co. v. Anapour* (1867), 45 Ill. 86; *Vose v. Hamilton Mutual Insurance Co. of Salem* (1862), 39 Barb. 302, 304.

If the Court were bound by American cases, the decision would be in favour of the companies. The Court not being so bound, the learned Judge preferred to give to the words of the Legislature their literal meaning and not to stretch this meaning to cover what it was suggested might have been intended.

The appeals should be dismissed with costs.

The other members of the Court agreed in the result; each giving reasons in writing.

Appeals dismissed with costs.

SECOND DIVISIONAL COURT.

MARCH 25TH, 1918.

*FAYE v. ROUMEGOUS.

Husband and Wife—Claim of Executrices of Deceased Wife to Interest in Property of Husband—Evidence—Partnership—Trust—Limitations Act—Claim for Money Lent—Costs.

Appeal by the plaintiffs from the judgment of BRITTON, J., 13 O.W.N. 251.