

the alleged misconduct with which he charged plaintiff in the writing complained of.

W. E. Middleton, for plaintiff.

J. W. McCullough, for defendant.

MEREDITH, C.J., dismissed the appeal. Costs in the cause.

CLUTE, J.

MARCH 24TH, 1905.

TRIAL.

CANADIAN PACIFIC R. W. CO. v. OTTAWA FIRE INS. CO.

Fire Insurance—Property along Line of Railway Damaged by Fire from Engines—Property in Foreign Country—Standing Timber—Powers of Ontario Insurance Company to Insure—Application of Policy to other Property—Validity of Policy—Statute of Foreign Country—Mistake.

Action to recover certain sums paid by plaintiffs to defendants as premiums for an insurance against loss or damage by fire to the amount of \$75,000, under a policy of insurance dated 9th January, 1901, a renewal thereof, dated 11th May, 1902, and a further policy for three years, dated 11th May, 1903, or, in the alternative, to recover under the last mentioned policy for a loss of \$4,698.94, and interest.

W. R. Riddell, K.C., and Angus MacMurchy, for plaintiffs.

G. F. Shepley, K. C., and F. A. Magee, Ottawa, for defendants.

CLUTE, J.:—The special terms of the policy of 1901 are as follows: "Ottawa Fire Insurance Company, head office, Ottawa, Canada, in consideration of \$5,000 and of the agreements and conditions herein contained, does insure the Canadian Pacific Railway Company against loss or damage by fire to the amount of \$75,000 on property as follows . . . on all claims for loss or damage caused by locomotives to property located in the State of Maine, not including that of the assured, or upon land owned, leased, or operated by the assured; the loss paid by the assured upon all verdicts, judg-