to be the basis of the contract. Indorsed upon the policy were the usual statutory conditions and some additional conditions printed in red ink, one of which declared that any warranty contained in any slip attached to the policy should be as binding on the assurred as if it had been printed on the policy as one of the conditions thereof. Plaintiffs effected other policies of reinsurance of the risk under policy No. 7927 with other companies to the full amount of $6,000. Later the plaintiffs issued another policy, No. 8202, assuring the same lithographing company against loss by fire to the extent of $2,000 upon the machinery and tools mentioned in their policy No. 7927, but not covering the other property insured under that policy, and afterwards plaintiffs reinsured this latter risk to the extent of $500 with the York Fire Insurance Company. The property insured under these policies was destroyed by fire in December, 1901, and plaintiffs, having paid the loss, brought the present action to recover from defendants their proportion of the loss upon the reinsurance policy.

G. H. Watson, K.C., for plaintiffs.

R. C. Levesconte and W. J. O'Neail, for defendants.

STREET, J.—The proper interpretation to be placed upon the warranty is, that plaintiffs would not reinsure more than $5,000 of the $6,000 which they had "at risk," as recited in the slip, and therefore the warranty was broken as soon as they affected reinsurances to the full amount of the policy. The warranty would still have been broken even had the $2,000 policy covered the same property as that insured by the $6,000 one. In any event the warranty was broken, even if the $2,000 policy could be taken into account, because it covered only a portion of the property comprised in the $6,000 policy, and the risk was, therefore, not identical. Plaintiffs, having broken the condition, are disentitled to recover. The condition was a reasonable and a material one, and the breach of it by plaintiffs was a change material to the risk assumed by defendants. Action dismissed with costs.

STREET, J. OCTOBER 5TH, 1903.

TRIAL.

McNAB v. FORREST.

Vendor and Purchaser—Written Contract for Sale of Land—Enforcement by Vendor—Parol Variation of Contract—Specific Performance—Description of Land—Statute of Frauds.

Action for specific performance of a contract in writing by which defendants agreed to purchase from plaintiff land