

HON. SIR WM. MULOCK, C.J.Ex.:—The action is on a fire insurance policy, issued by the defendants on the 23rd day of March, 1911, whereby they insured the plaintiff for three years from the 23rd day of March, 1911, against loss by fire to the extent of \$500, in respect of an automobile, which was thereafter, namely, on the 23rd day of April, 1913, damaged by fire. The following are the defendants' grounds of appeal; first, that the automobile is in the plaintiff's application for insurance described as situate on lots 18 and 19 in the third concession of the township of Fredericksburg; that the said application also described the buildings on the said lands consisting of ordinary farm buildings and an automobile house, and that the plaintiff thereby represented to the defendants that the automobile when not in use was being stored in said automobile house, whilst at the time of its being damaged by fire, it was, and for several weeks had been, stored in a paint shop and garage in the city of Kingston, and its removal from said lands to said paint shop and garage was a change material to the risk within the meaning of the third statutory condition; that the plaintiff omitted to notify the defendants in writing of such change, and that by reason of such omission the policy became void.

Second, that the defendant company by its license was not entitled to insure other than isolated risks, and that the risk in question was not one of that kind.

Third, that by reason of certain terms in the application for insurance the plaintiff is not entitled to recover more than 70 per cent. of the loss.

The application for insurance, as it was originally signed by the plaintiff, thus refers to the automobile house and automobile; description of the automobile house and automobile, "automobile house and hen house combined; automobile in the storage house or on the road."

When the plaintiff received the policy he was not satisfied with the reference therein to the automobile and returned it to the defendants, and to meet his objection the company's board amended the application and the policy by inserting in the application and in the policy the words "or owned by the assured." Thus the description in the application for insurance is now in these words; "automobile in the storage house or on the road, or owned by the assured." The plaintiff accepted the policy as amended and thereafter paid subsequent assessments on his premium note given for the policy.