ing on the assured. Their Lordships cannot agree with this construction of the Act. The first section of the Act, which declares that the statutory conditions shall be deemed to be part of every policy of fire insurance, also contains the words "as against the insurers," and it is evident that these words must have the same meaning in both sections. If the construction put on them by the Respondent be correct, it would follow that in a case where an insurance company implicitly followed the direction of the statute, and printed the statutory conditions on its policies without more, the conditions would still be a part of the contract only as against the Company, and the assured would not be bound by them. Such a construction leads to manifest absurdity, and to consequences which the legislature could not have intended. The preamble of the Act shows that the conditions were passed by the legislature as being "just and reasonable." On looking at the twenty-one conditions contained in the schedule, it will be found as might naturally be expected, that they are all, with a trifling exception, protective of the insurers, though probably less stringent than those usually imposed by the companies themselves. They impose obligations, not on the insurers, but the assured. To construe the statute, therefore, as enacting that these conditions are binding only on the insurers for whose protection they are introduced into the contract, and not on the assured by whom they are to be performed, would be to affirm that the Legislature had used words signifying, in effect, that the conditions which it has declared shall be a part of the contract shall not be binding at all. But effect may be given to the words in question without resorting to such a construction of them.

Strong reasons would be required to show that the words "as against the insurers" are used in the 2nd Section in a different sense from that in which they are used in the 1st, but none can be suggested. The 2nd Section provides as an alternative, that unless the variations are shown in the prescribed manner, the policy shall, as against the insurers, be subject to the statutory conditions only, that is to say, the variations as against the Company shall not, and the statutory conditions shall, avail. If the Respondent's construction were to prevail, though the consequences under this section might not be so manifestly absurd as in the case already adverted to of a company having simply printed the statutory conditions without more, it would still lead to much injustice; for if a Company in making variations, though in all other respects complying with the statute, should not use what might be thought conspicuous type or ink of the right colour, not only would the variations it had attempted to make be of no effect, but it could not invoke the statutory conditions, and the insured would be free from any conditions whatever.

It may possibly have been intended to give to the assured an option, if he thought the Company's conditions more favourable to him than the statutory ones, to stand upon the actual conditions; but it could not have been intended, nor does the language of the Act need such a construction, that he should be set free from both sets of conditions. The meaning of the legislation, though no doubt unhappily expressed, appears to be, that whatever may be the conditions sought to be imposed by insurance companies, no such conditions should avail against the statutory conditions, and that the latter should alone be deemed to be part of the policy, and resorted to by the insurers, notwithstanding any conditions of their own, unless the latter are indicated as variations in the prescribed manner.

Their Lordships being of opinion that the policy in this case became subject to the statutory conditions, and there having been a breach of those conditions, the plaintiff's action against the Citizens Insurance Company fails. They will therefore humbly advise Her Majesty to order that the judgments appealed from be reversed, and that the rule obtained by the company to set aside the verdict and enter a nonsuit be made absolute.

THE QUEEN INSURANCE COMPANY v. PARSONS.

Insurance—Interim Receipt—Conditions.

Where a fire occurred after an interim receipt was granted (in this case by an English Corporation), but before a policy issued, the usual conditions of the company's policies apply, subject to the determination of the Courts as to their being just and reasonable.

This English corporation carries on business at Orangeville through an agent. On the 3rd