

the description "120 bags of green coffee" do more than confine the subject of insurance to green coffee in bags, and limit the right to recover in respect of such a stock to the value of 120 bags, however large the stock may have been? I think it does no more than this. . . . The nature of the business which the Snow Drift Co. was carrying on . . . was such that caused, if it did not require, the stock of green coffee to be turned over very frequently. . . .

It is true that it appears that 120 bags of green coffee were at one time separated from the rest of the stock and placed by themselves in the Snow Drift Co.'s premises, but that was done only for the purpose of enabling the local manager to shew to the inspector of the bank that the company had as large a stock of green coffee in bags as had been insured for the bank's benefit.

Altogether different considerations are applicable to . . . the case of a warehouse receipt . . . *Llado v. Morgan*, 23 C. P. 517.

Contrary to what I should have expected, I have not been able to find any reported case in which the precise question that has arisen in this case has been decided, unless it be *British America Ins. Co. v. Joseph*, 9 Lower Canada R. 448. . . . I am unable to distinguish that case from this. . . .

*Gorman v. Hand in Hand Ins. Co.*, 11 Ir. R. C. L. 224, is not, I think, opposed to the view I have expressed. . . . *Palles, C.B.*, recognizes what I take to be clearly the rule for interpreting insurance contracts, that, even though *prima facie* the words used to describe the property insured point to a specific and then existing thing, the circumstances of the case may be such as to lead the Court which is called on to construe the contract to give to the words a broader and more comprehensive meaning. . . .

Assuming that the description in plaintiffs' policy is *prima facie* a specific description, the circumstances which I have already detailed, and which shew conclusively, I think, that the contracting parties did not intend to enter into a contract of so limited a character, rebut that presumption, and require me, if the words are susceptible of such a meaning, as I think they are, to construe the contract as covering any bags of green coffee to the number of 120, the property of the insured, which might be, during the currency of the policy and at the time of a loss by fire happening, in the premises described in the policy.