

satisfied that he should do so. It was he who effected this insurance now in question. It would seem as if all that she could possibly have had a chance of saying in respect of the contention that this Commercial Union insurance was not to be held as hers was swept away by her adoption of it in proving the claim under it, as if hers, and receiving the proceeds and passing them over to the mortgagee.

This is clearly such a ratification as to constitute all that had gone before as hers—as if done by her—and her husband's acts as her acts. The essence of ratification is that it relates back to the original making of the contract and confirms it. . . .

[Reference to Hagedorn v. Oliverson, 2 M. & S. 485; Smith v. Thomson, 13 East 274; Luccina v. Crawford, 2 B. & P. N. R. 269; Williams v. North China Ins. Co., 1 C. P. D. 757; Dafoe v. Johnston, 7 C. P. 55, 59; St. George's Church v. Sun Ins Co., 55 N. W. Répr. 909.]

I find, therefore, that there was a prior insurance within the meaning of statutory condition No. 8.

I think the variation in condition No. 33 or 35, according to the form of policy looked at, does not affect the statutory condition No. 8, but is supplementary to Nos. 8 and 9 and intended where these have been, or rather No. 8 has been, complied with, to limit the company's liability to its proper proportion of the whole of the insurance supposed to exist, even if part of this total may turn out to have been invalid.

Action dismissed with costs.

ANGLIN, J.

DECEMBER 12TH, 1904.

TRIAL.

KENT v. MUNROE.

Bank—Insolvency—Winding-up—Claim on Promissory Note Maturing after Order—Set-off—Deposit in Bank to Credit of Indorser—Note Made by Treasurer and Indorsed by Reeve of Municipality for Municipal Purposes—Personal Liability—Rectification of Instrument.

Action by the liquidators of the insolvent Banque Ville Marie against the treasurer and reeve of the township of Roxborough upon a promissory note, dated 21st April, 1899, at four months, for \$333.05, made by "Alexander Munroe, treasurer township of Roxborough," payable to the order of "D. H. McDiarmid, reeve of Roxborough," and indorsed "D. H. McDiarmid, reeve of Roxborough."