policy issued by the Citizens Company, another insurance had been effected on the same building with the Western Assurance Company, of which no notice was given by the Respondent to the Citizens Company, nor was it endorsed on or indicated in the policy, nor did the acknowledgment or assent of the Citizens Company thereto in writing in any way appear. These omissions constituted a breach not only of the conditions endorsed on the policy, but also of the condition in relation to prior insurances contained in the Ontario Act already set out, and consequently, if either of these conditions forms a part of the contract between the parties, the Respondent's action against the Company must fail. It is admitted that this is so, but it is contended, on the part of the Respondent, that neither the agreed nor the statutory conditions are binding upon him, and that the contract of insurance is subject to no conditions whatever. The Courts of Canada have sustained this contention.

The question turns on the construction of the Ontario Act. It is not disputed by the Company that the conditions endorsed on the policy, which form the actual contract between the parties, are, by force of the statute, displaced, inasmuch as they are not shown to be variations from the statutory conditions in compliance with the provisions of the Act. The question to be decided is, whether the effect of this non-compliance is to make the contract subject to the statutory conditions, or to reduce it to a bare contract of insurance without any conditions.

Section 1 enacts that "the conditions set "forth in the schedule to the Act shall, as "against the insurers, be deemed to be part of "every policy." Notwithstanding this express enactment, it is contended that they are not to be so deemed, unless they are printed on the policy. The section, no doubt, goes on to enact, but not in the form of a proviso or condition, that the conditions "shall be printed on "every such policy with the heading 'Statutory Conditions'"; but it does not enact that, if there be an omission so to print them, they shall not be deemed to be a part of the contract. Printing the statutory conditions is made a necessary part of the mode prescribed by the Act of showing variations from them, and is unquestionably essential to the validity of any such variations, for the section further enacts that if insurers desire to vary the statutory conditions, or to omit any of them, or to add new conditions, "there shall be added, in con- "spicuous type, and in ink of different colour, words to the following effect:—

*Variations in Conditions.*

"This policy is issued on the above statutory conditions, with the following variations and additions."

Section 2 provides what may be called a penalty for the non-observance of these last-mentioned provisions. It enacts that, unless distinctly indicated in the manner prescribed, "no such variation, addition, or omission shall "be legal and binding on the insured," and, "on the contrary,"—here follows the consequence and the penalty,—"the policy shall, as "against the insurers, be subject to the statut- "ory conditions only." The effect of these enactments in the present case is that the conditions written on the policy are not binding on the insurer, either by virtue of the actual contract, or as variations from the statutory conditions, because they are not indicated to be so in the manner prescribed by the statute. Printing the statutory conditions is a necessary part of the manner prescribed for indicating these variations, and the penalty provided by the Act for not observing that manner is that *the policy becomes subject to the statutory conditions.* No provision is made for the omission to print the statutory conditions as a separate default; and their Lordships think, looking at the object and scope of the two sections, that, in the absence of an express enactment to that effect, it cannot be implied that the intention of the legislature was that, in a case where the company had printed its own conditions, but had failed to print the statutory ones, the policy is to be deemed to be without any conditions. Indeed, such an implication would seem to be opposed to the principle of the Act, which is that, except in the case of variations properly indicated, the statutory conditions shall be deemed to be part of every policy.

It was further contended, and the contention seems to have been supported by some of the Judges, that if the statutory conditions, in cases like the present, are to be deemed to be a part of the policy, they form a part of the contract only as against the insurers, and are not bind-