

Brantford agency in favour of the Snow Drift Co. of Brantford, for \$2,000.

R. C. Levesconte, for plaintiffs.

B. Morton Jones, for defendants.

MEREDITH, C.J.—Policy No. 2958 of plaintiffs bears date 24th February, 1899, and was for a term of one year. The property insured is described in it as “120 sacks of green coffee while stored in the 3-storey patent roofed building occupied by the assured situate 37 and 39 Dalhousie street, Brantford, Ontario.” The policy was, in pursuance of one of its terms, renewed in each of the years 1900, 1901, and 1902. The loss was made payable to the Bank of British North America. The business of the Snow Drift Co. was that of dealers in coffees, spices, extracts, and other articles. They carried insurance on their general stock for a considerable amount, besides the policy on the green coffee.

The reason for effecting the insurance of 24th February, 1899, on the green coffee, was that the Snow Drift Co. had exceeded their line of credit with their bankers, the Bank of British North America, who required security, and the means adopted to give the security was the effecting of this insurance, and providing by the policy that the loss should be payable to the bank.

A fire occurred on 18th September, 1902, which resulted in the total destruction of the whole of the company's stock in trade, including the green coffee. . . . The loss on it was \$1,321 at the lowest; . . . it is more likely that the loss exceeded \$2,000.

There is no doubt that none of the green coffee which was in the Snow Drift Co.'s premises when the insurance with plaintiffs was effected, was there when the fire occurred. It had been sold in the course of the business, months and perhaps years before, and one of the questions in dispute is as to the proper construction of the policy—whether it is a policy on a specified 120 bags or on any 120 bags of green coffee which might, while the policy was current and at the time of the fire, be on the premises mentioned in the policy; and I am of opinion that it is the latter.

If the description had been “the stock of green coffee,” it is quite clear that the policy would have covered the stock on hand at the time of the fire, though the whole of the particular coffee of which the stock consisted at the time the insurance was effected had been disposed of. Does, then,