

County Judge of the county or district wherein the loss has occurred, if there be such County Judge, and if there be no such judge, the application may be made to any judge of a Superior Court having jurisdiction in such county or district.

17. This Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality. The loss shall not be payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein required, have been received by this Company, including an award by the appraisers when appraisal has been required.

18. The Company, instead of making payment, may repair, rebuild, or replace within a reasonable time, the property damaged or lost, with other of like kind and quality, giving notice of their intention within fifteen days after receipt of the proofs herein required, and it shall be optional with the Company to take all or any part of the articles saved at such ascertained or appraised value.

(a.) This Company shall not be held to have waived any provision or condition of this policy, or any forfeiture thereof, by any requirement, act or proceeding on its part relating to any of the matters set out in conditions 13 and 16 hereof.

19. The insurance may be terminated by the Company by giving notice to that effect; in the case of personal service of the notice, five days' notice, excluding Sunday, shall be given. Notice may be given by any company by registered letter addressed to the assured at his last post office address notified to the Company, and when no address notified, then to the post office of the agency from which the application was received, and when such notice is by letter, then seven days from the arrival at any post office in Canada shall be deemed good notice. And the policy shall cease after such notice aforesaid, and the expiration of the five or seven days, as the case may be. If the policy shall be cancelled, as hereinbefore provided, or become void, or cease, the premium having been actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this Company retaining the customary short rate, except that when this policy is cancelled by this Company by giving notice, it shall retain only the *pro rata* premium.

(a.) The insurance, if for cash, may also be terminated by the assured by giving written notice to that effect to the Company or its authorized agent, in which case the Company may retain the customary short rate for the time the insurance has been in force and shall repay to the assured the balance of the premium paid.

20. No action or proceeding against the Company for the recovery of any claim under or by virtue of this policy shall be brought until after a full compliance has been made by the assured with all the foregoing requirements, nor unless commenced within one year next after the loss or damage occurs.

21. This policy may by a renewal, be continued under the original stipulations, in consideration of premium for the re-