

thing more than "store," and I should not be able to hold that the present was an instance to which such a word could rightly be applied. But authority is not wanting on the very phrase. In *Mitchell v. London Assurance Co.*, 12 O. R. 706, it was held in the Queen's Bench Division by a divided Court that crude and earth oils kept for lubricating purposes could not be said to be "stored or kept," and that the above clause (f) did not apply: this was sustained in the Court of Appeal, 12 A. R. 262. Hagarty, C.J.O., says, p. 268: "It is not 'stored or kept,' in the apparent meaning of the words, which seem to point to a different matter, such as the dealing in such articles, or having a storehouse therefor." The definition implied in these words, I adopt.

Many cases were cited to me decided upon words more or less like those in our statute, and I think the weight of authority in other Courts is in favour of the construction placed upon the statute which would hold that the present instance did not shew a violation of clause 10 (f).

For example, in *Williams v. Firemen's Fund Insurance Co.*, 54 N. Y. 569, it was held on appeal from the General Term that a provision forbidding the storing or keeping of certain hazardous articles, amongst them petroleum, should be interpreted so as not to prohibit the insured from keeping a jug of petroleum for use as a medicine. Reynolds, C., says, p. 572: "The provision against storing or keeping was obviously aimed at storing or keeping in a mercantile sense, in considerable quantities, with a view to commercial traffic." Many cases are cited in the arguments and judgments which may be referred to in support of the contention on either side.

I do not think it would answer any good purpose to go through the many cases cited, some of them decided upon words quite different from those in our statute: I think it sufficient to refer to *Joyce on Insurance*, vol. 3, sec. 2200, and to *May on Insurance*, 4th ed., sec. 242. I would refer also to the cases mentioned in *Clement's Insurance Digest*. The former work says: "Another of the ordinary provisions of an insurance policy is that prohibiting the storing of certain hazardous articles: this provision has been construed as covering only those cases where the storing and safekeeping of the prohibited articles is the sole object of the deposit, or to the storing in a mercantile sense: that is, a keeping for safe custody."