

shew, by it and the diagram, all buildings, and their kind, situate within that distance; and that therefore there had been a breach of a statutory condition, and the policy was void.

G. C. Gibbons, K.C., for plaintiff.

George H. Kilmer, for defendants.

The judgment of the Court (FERGUSON, J., MEREDITH, J.) was delivered by

MEREDITH, J.:—If it were the duty of the plaintiff to have shewn that building upon the diagram, he cannot succeed. There is nothing, however, in any of the questions he was required to answer, directly or indirectly bearing upon the point; nothing to direct his attention to any requirements of the company respecting it. He acted in good faith, and did not know of such requirements, having read only what was printed upon the face of the application. Nor is there anything anywhere upon the application to indicate that it is the applicant's duty to prepare the diagram. It is upon that side of the application reserved for the certification and the answers of the company's officers, and the correctness of the diagram is to be certified to by their surveyor, and he is also to certify, among other things, to some personal examination of the property. So far there is nothing required from the assured in connection with the diagram. But in his application he has signed a declaration that his answers to the questions and the description of the annexed diagram are true and complete in all particulars. The word "annexed" is not an apt one to indicate "upon the other side." And the diagram was drawn by him, but it was drawn upon the written request of the defendants' agent to "please draw a diagram of the premises." There is no objection to the diagram, as one of the premises only. It is objected to for not shewing buildings not on the premises. In other words, it is contended that the applicant should have furnished a diagram giving all the information mentioned in the printed directions on the back of the application under the word "diagram." But that was nowhere required of him, and he had no knowledge of it. On the contrary, he was asked to give a diagram of the premises, and that he did. The only shadow of ground for this contention is the declaration of the truth and completeness of his answers and the description in the diagram. But there is no declaration that the diagram is drawn in accordance with such directions, or that it gives the information therein mentioned. Before the company can justly avoid a policy after loss upon such grounds, in such a case