

ates, uses or causes or permits to be used any furnace or fire, to prevent the emission to the atmosphere from such fire of opaque or dense smoke for a period of more than six minutes in any one hour, or at any other point than the opening to the atmosphere of the flue, stack or chimney."

We think that this sub-section does not apply to a locomotive engine: the opening to the atmosphere is from the top of the smoke-stack of the engine, which is not, in our opinion, a flue, stack or chimney, within the meaning of the section.

The appeal will, therefore, be dismissed with costs.

MARCH 10TH, 1915.

*DOWDY v. GENERAL ANIMALS INSURANCE CO.

Insurance—Animal Insurance—Misstatement of Facts in Application Filled in by Agent of Insurance Company—Absence of Knowledge by Assured—Untrue Statements by Assured—Construction of Policy—Fraud of Agent—Authority of Company's Agent as Agent of Assured—Mistake in Proofs of Loss.

Appeal by the defendants from the judgment of the County Court of the County of Wentworth in favour of the plaintiff, upon the findings of a jury, in an action upon a policy issued by the defendants insuring the plaintiff's horse.

The appeal was heard by FALCONBRIDGE, C.J.K.B., RIDDELL, LATCHFORD, and KELLY, JJ.

George Wilkie, for the appellants.

C. W. Bell, for the plaintiff, respondent.

The judgment of the Court was delivered by RIDDELL, J.:—
 . . . Hall, who was the agent of the defendants . . . urged the plaintiff more than once to insure a horse which he owned. After some demur, the plaintiff agreed, and Hall, producing an application, filled it in without asking the plaintiff for information (except in a very few matters). The plaintiff believed that Hall knew his business, and that what he was writing was true, and