by this company in connection with any other company or otherwise," there was nothing to convey the impression that the request for $1,600 was beyond the amount for which an insurance could or would be granted, or that, when the policy should be issued, the amount insured would not be within the prescribed limit.

The policy insured against loss or damage to the extent of $1,600, to be estimated "according to" (not "as") "the true and actual cash-value of the said property at the time the same shall happen;" and on its back was printed the following statutory condition:—

"8. After application for insurance, it shall be deemed that any policy sent to the assured is intended to be in accordance with the terms of the application unless the company point out in writing the particulars wherein the policy differs from the application."

The assured, having applied for $1,600 insurance on the contents of his barn, and having by his application indicated his agreement with the fact that the company would not insure more than two-thirds of the value—the by-law said "estimated value"—was entitled to rely on condition 8 and to treat the company's contract as based upon the fact that the amount of insurance which he applied for and which was granted was within the two-thirds limit. There was in fact nothing in the application to controvert or weaken this position; and so the case might be decided upon the terms of the policy without considering whether the application was really made part of the agreement.

It was argued that the respondent, being a member of the company, could not claim more than two-thirds of the loss. The by-law, as above pointed out, restricted the company from insuring more than two-thirds of the "estimated value," and there was no proof that $1,600 exceeded that estimated value.

The appeal should be dismissed.

Maclaren and Magee, JJA., agreed with Hodgins, J.A.

Ferguson, J.A., agreed in the result, for reasons stated in writing.

Appeal dismissed with costs.