any time within thirty days from the date of the interim receipt, by mailing a notice. This receipt embodies, in express terms, a mutual agreement that, unless it be followed by a policy within the said thirty days, the contract of insurance shall wholly cease and determine, and all liability on the part of the defendants be at an end; and that the non-delivery of a policy within the time specified is to be taken, with or without notice, as absolute and incontrovertible evidence of the rejection of the contract by the Board of Directors, and appropriate provision is made for returning the unearned part of the premium. Although Suter does not appear to have been specially authorized to receive and transmit notices of other insurances, he was, in fact, the medium through which such notices were generally forwarded to the Company's head office. In answer to the enquiry respecting other insurances, the application, as signed by the plaintiff and transmitted to the head office by Suter, stated that there were two, viz., one in the Hastings Mutual of $2,000, and one in the Canadian Mutual of $3,000. The plaintiff had, in fact, a policy with the Gore Mutual for $3,000, which covered the property mentioned in the application to the extent of $1,000. Suter was the agent of the Gore Mutual through whom this insurance had been effected. The plaintiff's own explanation of the way in which all reference to this insurance was omitted from the application may be thus summarized: Suter came to his office to get the application filled up and signed on Saturday night, just before the time for paying his workmen. They found the other policies, but not that of the Gore Mutual. It had been assigned to a building society; but, according to the plaintiff's belief, was still in his possession. The plaintiff spoke particularly of the insurance with the Gore Mutual, a part of which he thought to be on stock; but what part he did not know. As Suter did not know, plaintiff said to him, "I want you to wait until the men are paid, and we will find the policy." He did not want that (application) sent. Suter said, "I have all the particulars over at the office;" to which plaintiff replied, "Write in further insurance in the Gore Mutual, $3,000." He says that he knew that was the insurance, and if defendants had a mind to take exception to it he did not care. Suter told him, "You can rest assured I will put that in before I send it off;" or, as plaintiff elsewhere puts it, that he wouldn't send it off until he saw him again. Plaintiff then signed the application and received the usual interim receipt. He did not see Suter again with reference to the matter until after the fire. He is very emphatic in his statement that he told Suter to put down the insurance in the Gore Mutual at $3,000, and he gives as a reason for clearly recollecting this, that he knew that in the application it was a very important matter that all the particulars should be mentioned, and he did not want the application to go without having all that in, or all that he knew about it. He relied on Suter's promise to insert the statement that there was an insurance in the Gore Mutual for $3,000; and this, although he did not himself suppose that this property was covered to that extent.

The application was forwarded by Suter without any alteration or addition, and after some hesitation the Board, or the General Manager, decided to accept the risk, but no person connected with the Company, except Suter, had any knowledge of the existence of the policy in the Gore Mutual; nor does Suter appear to have made any further investigation. According to him, neither the plaintiff nor he knew whether the policy in the Gore covered the stock.

It was not the practice of the defendants to issue for risks extending over so short a period as two months, any formal policy, but a certificate stating that the person has insured under and subject to all conditions of the defendants' policies, of which the assured admits cognizance. To this certificate there is appended a foot note that, in the event of loss, it will be replaced by a policy, if required. Within thirty days from the date of the application the defendants seem to have issued such a certificate in favor of the plaintiff. The fire happened after the expiration of the thirty days, but within the two months. Curiously enough, the plaintiff denies the receipt of any such document. If we were to accept this denial as conclusive, the plaintiff would probably be out of court; for by the express terms of the interim receipt the non-delivery of a policy (for which the certificate is only a substitute) within the specified time is absolute and incontrovertible evidence of the rejection of the application by the Board of Directors. The plaintiff's own statement, if treated as conclusive, must place him in a plain dilemma. He could not sue upon the interim receipt because the loss occurred after the thirty days, during which, at most, it protected him. On the other hand, the continuance of the insurance was expressly made dependent upon the delivery to him of a policy, and his inability to produce one would have defeated any assertion of claim against the defendants.

After the fire the defendants did issue a policy to the plaintiff, in their usual form, endorsed with their ordinary conditions, one of which is that notices of all previous insurances shall be given to the defendants and endorsed on the policy, or otherwise acknowledged by them in writing, at or before the time of the making assurance thereon, or otherwise the policy shall be of no effect. In the body of the policy is a proviso that in case the assured shall have already any other insurance against loss by fire on the property, and not notified to the Company, and mentioned in or endorsed upon the policy, then the insurance shall be void and of