

the two cases together. Some of the witnesses not being present, I adjourned the hearing to Toronto, and I heard the remainder of the evidence and the argument here. Counsel have been good enough also to put in a written argument upon certain points—I may say that I have derived great assistance from the very careful and able arguments of all the counsel concerned.

The Standard insurance being evidenced by an interim receipt, and the Equity policy not having any variations applicable to the case, it is clear that both insurances are subject to the statutory conditions, and to these alone. Both companies rely upon condition 10 (f), which provides that "the company is not liable for the losses following, that is to say:— . . .

"(f) For loss or damage occurring while . . . gasoline . . . is . . . kept or stored in the building insured or containing the property insured, unless permission is given in writing by the company."

No permission was in either case given by the company, so that it is manifest that the companies will escape liability, if what was done in this case makes it right to say that "gasoline" was "kept or stored in the building."

The plaintiff knew nothing of the use of gasoline before the fire. Graydon is in error in saying that the plaintiff admitted that before the fire he knew of its use. This ignorance may not, indeed cannot, assist the plaintiff, nor can his express order to Post not to have gasoline upon the premises. Insurance companies are entitled to the full protection given them by the statutes, but they are entitled to no more.

I think it would shock any ordinary person to be told that if he allowed a small quantity of gasoline to remain in a discarded stove, he thereby "kept or stored it." I have, say, a box of cigars in my smoking room—I hope I do not thereby "keep or store" tobacco on my premises.

Such collocations of words have been often interpreted by our own and other Courts. For example, in *Biggs v. Mitchell*, 2 B. & S. 523, the prohibition in the statute of 12 Geo. III. whereby it was directed that no person shall "have or keep" more than 200 lbs. of gunpowder, was considered, and it was held that the two words must mean the same thing. And in *Foster v. Diphwys, &c., Co.*, 18 Q. B. D. 428, the same was said of the words "case or canister." On principle "keep or store" should not be held to mean any-