

2. The clause in the policy was applicable rather to cases where the owner neglects or refuses to save the ship than to cases where he is going on with the project of saving her.

3. The owner was clearly prejudiced by the interference of the defendant's agent as the expenses of repairing at St. Thomas were excessive, and the vessel could not be re-metaled or re-classed there, whereas if she had been taken to a northern port as proposed by plaintiff's agent the repairs could have been better effected and at half the cost.

4. The case being one in which there was obscurity and evidence of a contradictory character was peculiarly one for the consideration of the jury and upon which they were especially competent to pass. And their findings were such as reasonable men might have found.

5. The authority of the master and consignees to bind the owner was superseded by the arrival of the plaintiff's agent at St. Thomas, and that if the consignees, after the agent's arrival, accepted the tender for repairs, express authority to do so must be shown.

6. Where repairs are made by the underwriter the owner has the same right to have someone superintend the work that the underwriter has where the repairs are made by the owner.

7. The Court will not set aside a verdict for misdirection unless there has been some substantial wrong or miscarriage (O. 37 R. 6).

8. Proofs of loss are not necessary when the loss need not amount to anything to entitle the plaintiff to recover.

9. Acceptance of the abandonment is an admission of the plaintiff's right to recover.

10. When the party with whom the contract is made is identified as the party insured there is not the same reason for requiring proof of interest as where the insurance is effected "for whom it may concern."

11. The finding of the jury that each company by its conduct, reasonably led plaintiff to believe that formal proofs of interest and loss and adjustment were not required, and the evidence showing that defendants' agent, who was present at St. Thomas, knew more about the loss than the owner did, was a reasonable finding.

12. On the authority of *Manufacturers Ins. Co. v. Pudsey*, that if the answer as to waiver was defective, because the authority of J. B., who purported to act as agent for defendants, was assumed, the Court could deal with the matter and supply a finding as to waiver.

13. There having been an agreement that the trial Judge should submit to the jury "such questions as he decided were proper to be left to the jury." It was held with respect to a question which it was contended the Judge should have submitted, that the question should have been formally offered, and a ruling had upon it, and a note made of the fact.

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