to the mortgagees on 27th September. I do not think that such an insurance as this put on by mortgagees for their own protection, and of which the owner was entirely ignorant, could void the policy, and indeed this is admitted by Mr. Raney. See Park v. Phœnix Insurance Co., 19 U. C. R. 110; May on Insurance, 4th ed., sec. 365, and cases cited. But he argues that it shews fraud on the part of the plaintiff, in first setting out the other insurance at $1,400 and then at $1,000. So far as actual fraud or intention to do anything wrong is concerned, I find the plaintiff quite innocent of anything of the kind; and I am unable to give any effect to the contention of the company.

It remains now only to notice the defence of incumbrances undisclosed. The fact is that the plaintiff, upon buying the property, had paid his solicitors the full purchase price, and supposed that he owned the property free from all incumbrances. The solicitors, however, found that a mortgagee to a small amount (about $300) refused to take his money and discharge his mortgage, so they, months after the insurance was effected, repaid to their client the amount. No intentional misrepresentation as to title was made. The manager of the company admits that the disclosure of the mortgage still subsisting was not material, and would have made no difference. I do not think that this brings the case within the first statutory condition. At the trial counsel for the Equity abandoned all right to relief on this ground; and I notice it now only because the point is raised upon the pleadings.

The Standard Mutual Fire Insurance Company set up the defence peculiar to their case, that the assignment to the J. J. McLaughlin Co. Ltd. divested the plaintiff of his right of action, and that the proofs of loss are insufficient. I have already dealt with the first, and my remarks as to the proofs of loss apply equally to this company as to the Equity.

The defences wholly fail, and there must be judgment for the plaintiff for the full amount of the policies, with interest from a day 60 days after the receipt of the proofs of loss. The defendants will also pay the costs—these costs are not to exceed the amount which would have been incurred had the Union Bank been made parties from the beginning, but will include the costs of the trial both at North Bay and Toronto, the argument, and as against the Equity company