

CLUTE, J.

NOVEMBER 17TH, 1917.

RODGERS v. GENERAL ACCIDENT FIRE AND LIFE  
INSURANCE CORPORATION.

RODGERS v. MERCANTILE FIRE INSURANCE CO.

*Insurance—Fire Insurance—Proofs of Loss—Fraud—Findings of Fact of Trial Judge—“Second Insurance”—Effect of Removal of Goods from two Separate Buildings into one—Knowledge and Assent of Insurers—Salvage—Overvaluation—Suspicion as to Cause of Fire—Insurance Act, R.S.O. 1914, ch. 183, sec. 194, condition 5—Waiver of Objections—Knowledge of Agent—Bona Fides of Assured.*

Action by A. J. Rodgers upon two policies of fire insurance covering goods and merchandise in his premises in the town of Sudbury, by a fire which occurred on the 17th January, 1917.

The actions were tried together, without a jury, at Toronto.

A. J. Russell Snow, K.C., and McFadden, for the plaintiff.

A. C. McMaster and J. H. Fraser, for the defendants.

CLUTE, J., in a written judgment, said that the main defence was based on the insufficiency of the proofs of loss and on fraud; the defendants alleging that the proofs were false and fraudulent under the Insurance Act; that there was overvaluation in claiming for a total loss, when in fact there was considerable salvage; and that there was not such account of the loss as the nature of the case permitted.

The learned Judge said that he was satisfied of the truthfulness of the plaintiff, and that he was not intentionally guilty of any fraud or misdealing in respect of the fire or the loss or proofs of loss or furnishing an account as required by the statute.

It was also urged that the removal of the goods insured, which were in two separate buildings in different streets at the time of the insurance, and were afterwards removed to one building, had the effect of creating what was called a “second insurance” of goods in the same building, without notice.

This point was not, the learned Judge said, in his opinion, open to argument—the insurance having been properly placed upon the goods in separate buildings, and their removal to one building having afterwards been authorised, there was nothing to make void a policy valid when the insurance was effected—there was in fact no further insurance.