

that the fire was caused by the act of the plaintiff himself. Such a pleading, in my view, is a disgrace to the party pleading it, unless there is something justifying such a plea. This plea remained upon the record, and still remains, but no evidence was offered in support of it, and I have already said that there is nothing upon the evidence to justify it. Were I compelled to dismiss the action against the Standard Mutual Fire Insurance Company, I should order them to pay the costs. The loss of the plaintiff was largely in excess of his insurance.

Shortly after the fire, one Graydon, an adjuster for the Standard, and under special instructions from the Equity company, came to New Liskeard. The plaintiff was very anxious to get his money; the adjuster represented that the policies were voided by reason of the fire having taken place through gasoline, and it was arranged that the plaintiff would for immediate settlement take from the Equity \$1,500 or so, and from the Standard \$1,000 in full. The adjuster prepared proofs of loss, or had them prepared, as a matter of form, and had the plaintiff sign them. These proofs of loss were given and received "without prejudice" and simply as a matter of form. If I were to be at liberty to recall my own experience, I would say that having had while at the Bar a great deal to do with insurance companies, I know it was a very common practice, when an arrangement was made with an assured by way of settlement or compromise, still to insist upon proofs of loss being put in to be put away in the files of the company. Whether this was the object of the adjuster in this case, or whether he was desiring to make evidence for his principals, I need not determine. The fact is that it never was understood that these proofs of loss should be such as might be required in a disputed claim, and that they were given by the plaintiff without prejudice to any claim he might assert if the arrangement he thought he was making was not carried out. In this, as in all other matters, I acquit the plaintiff of all charge or imputation of wrongdoing. I believe he was a perfectly candid and credible witness, and where his evidence differs from that of any other witness whatsoever, I unhesitatingly accept his account as the true one.

The proposed arrangement was not carried out—the companies refused to pay.