

to defraud the plaintiff by refusing to pay him that part of his loss covered by their policies, and that on pretexts of the most flimsy character. The only thing about the defences that is to be commended is the admirable propriety and skill with which the defences were conducted in Court by Mr. Raney and Mr. Eyre.

The plaintiff had a furniture and drug store in New Liskeard, in Northern Ontario, and took out a policy of insurance in the Equity Fire Insurance Company, 12th June, 1906, for one year from 25th May, 1906. This policy was on the building No. 214 Sharpe street, and was based upon an application of the plaintiff.

He also had insured in the Standard Mutual Fire Insurance Company, this being evidenced by an interim receipt, No. 19793, dated 27th August, 1906. The insurance was for \$1,500, and was upon the stock of drugs, \$1,000, and fixtures, fittings, etc., \$500, for 12 months from 27th August, 1906. The application for this insurance is not dated, but, no doubt, it was made on that day.

Not being a qualified chemist and druggist himself, the plaintiff had in his employ, in one branch of his business, a member of that profession, Post by name. This gentleman was also tenant of the plaintiff, and occupied the rooms above the store. He had a gasoline stove, which he had used a very few times, and then discarded, leaving in it a small quantity of gasoline.

On 4th September the druggist, desiring to make some "fruit essences," so called, I understand, because there is no fruit in them, for the soda fountain, and not having time for the longer process, brought down the discarded gasoline stove and lighted it, leaving it in the back room; in a short time smoke and fire were noticed. This, no doubt, was started from the stove.

Every effort was made to extinguish the fire, but, owing apparently to a break-down in the fire apparatus of the town, the attempt was unsuccessful. At the trial some questions were put to the plaintiff by counsel for the Equity Fire Insurance Company looking toward a contention that there was or might have been some want of activity on the part of the plaintiff in having the fire put out, but there is no shadow of foundation for any suspicion of or charge against the plaintiff of that or any other impropriety. The Standard Mutual Fire Insurance Company go further and plead specifically