

it is alleged to be defective,—or where, for any other reason, the court or judge before whom a question relating to such insurance is tried or inquired into, considers it inequitable that the insurance should be deemed void or forfeited by reason of imperfect compliance with such conditions,—no objection to the sufficiency of such statement or proof or amended or supplemental statement or proof (as the case may be) shall be allowed as a discharge of the liability of the company on such contract of insurance, wherever entered into. 5

If negligence of assured causes expense to company.

2. If in any action or proceeding upon a contract of fire insurance, the assured, being plaintiff in such action or proceeding, has, in the opinion of the court or judge, wilfully neglected or unreasonably refused to furnish necessary information respecting the property for which the insurance money is claimed, and if, as a consequence of such neglect or refusal, the company has been at expense in obtaining information or evidence, the court or judge may, in disposing of costs, take into consideration the expense so incurred by the company. 10 15

Appeal.

3. A decision of a court or judge under this section shall be subject to review or appeal to the same extent as a decision by such court or judge in other cases. 20

Agent of company.

6. Every policy of insurance subject to the provisions of this Act shall have conspicuously printed thereon the name and address of an agent in Canada, who shall represent the company for all purposes of this Act, and in default thereof any officer, agent or representative of the company who assumes on behalf of the company to enter into any written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be agent of the company for such purpose. 25 30

Warranty by assured.

7. When an application for insurance, subscribed by the applicant in person, or his agent, contains the warning in the form B in the schedule to this Act, printed immediately after the questions and answers in the application, in ink of a different colour from that in the body of the application, and with the word 'Warning' printed in type not smaller than double pica, and where the policy of insurance is based upon the said application and has annexed thereto, printed or written or partly printed and partly written in ink of a different colour from that in the body of the policy, a copy of the said warning, together with such questions, answers and provisions as the company desires to have warranted, to the extent in the warning contained, then such warranty shall be binding upon the insured, and no question as to its materiality in case of loss shall be raised as between the insurer and the insured, and the company shall not be bound by any representation not contained in the application. 35 40 45

Commencement of Act.

9. This Act shall take effect on the first day of September, one thousand nine hundred.