It would also appear from Gendreau's testimony that he called at the appellant's office and told a clerk about the fire and that the clerk answered that the matter would be attended to. That, it need hardly be said, even coupled with what the adjuster was asked to do, falls far short of establishing the alleged waiver.

There is nevertheless in the judgment of the Superior Court a recital wherein, after referring to the sending of the letters and the naming of an adjuster, that the appellant "n'a pas exigé l'accomplissement d'aucune autre formalité, et, en particulier, la preuve assermentée par l'assuré de l'incendie et du montant des dommages, et qu'elle doit être considérée y avoir renoncé tacitement, en sorte que tout ce qui semble exister au fond de cette affaire pour empêcher le paiement, pourrait être quelque lubie de ronds de cuir, ou autrement dit "red tape", ou autre raison cachée."

I would say, with much deference, that these conclusions are erroneous in fact and unwarranted in law. I have already stated the facts. As regards the view which a Court of law should take of the matter, I would say that, where one of two parties who stand in a legal relation to one another is under obligation to make to the other a disclosure of facts under oath and makes default or refuses such sworn disclosure, there is warrant to infer that if the facts were disclosed they would not be favourable to that party. It is not necessary to go that far here or to draw any inferences, but the Superior Court has done the opposite and drawn inferences unfavourable to the party who was entitled to receive the sworn statement but who has not been able to get it because of neglect of the other party. That is a mistaken process of reasoning.

For a premium of $24 the appellant made itself res-