

Effect should not be given to the defence of failure to furnish proofs of loss as required by the 18th statutory condition (Insurance Act, R.S.O. 1914 ch. 183, sec. 194). The company sent its adjuster; the plaintiff was led to believe that the only objection was in regard to the amount of the damage or loss; there was no request in writing for anything further from the plaintiff than the proofs furnished; after the proofs were sent in by the plaintiff, no objection was taken by the defendants to them—in fact, the defendants treated them as if they were not objectionable on any ground; and no objection was in fact made until the defendants made one in their statement of defence. The proofs became the property of the defendants as soon as the letter containing them was posted; and, in the absence of any decision to the contrary, that would be a sufficient delivery of proofs of loss within the meaning of condition 18. It was admitted that the proofs were in the hands of the defendants on the 9th January, 1917. Section 199 of the Act would entitle the plaintiff to relief, if there were any default on his part.

There was no written application for the insurance; the application was oral; and, after negotiations, the defendants issued the policy as it appeared. It was clear upon the evidence that both parties thought that the defendants were insuring the whole of the property mentioned in the policy, the same as if actually owned by the plaintiff; and that in the event of loss or damage by fire, the plaintiff would be entitled to recover the amount of the loss up to \$2,000.

The words "direct loss" were not intended to apply in a case like the present—these words exclude damages too remote to warrant recovery.

The property was treated as if it all belonged to a class—the family of the plaintiff. See *Keefer v. Phoenix Insurance Co. of Hartford* (1901), 31 S.C.R. 144.

The plaintiff was entitled to recover—he might be liable to the true owners for such parts of the loss as they had sustained by the fire.

Judgment for the plaintiff for \$1,535.63, with interest at 5 per cent. per annum from the date of the commencement of the action, and with costs.