

insurable value of the lumber in this yard would have increased from \$12,000 to \$29,000. The thing is incredible on its face. But we have, moreover, direct evidence by Kelly, the agent of this Whitehall Company, from a statement he personally prepared for his principals three days only before the fire, that the whole quantity of sawn lumber in the yard sold to them, but not yet delivered, amounted to only 545,000 feet, of the value of \$5,523.75. So that Duval's additional insurance for \$17,000 was over three times more than the value of the lumber upon which, he then, himself, justified it.

The controversy, I ought to have remarked before, turns principally on the amount of lumber that the logs must have produced during the season of 1883, the respondents contending that the fire destroyed 3,820,348 feet, as sworn by Duval in his proof of loss, whilst the appellants say that there cannot have been in the yard then more than 1,621,162 feet. As to the value of the lumber and the quantity of logs that came down to the mill, there is no dispute.

The plan resorted to by Duval and the respondents, to establish the quantity of lumber burned is this: to take, in the first place, the amount of sawn lumber carried over from the season of 1882 as per inventory of December of that year, viz.: 844,828 feet; the number of logs made in the winter of 1882-83, and a few scattering logs picked up or bought from others, then deduct from the total the lumber sold before the fire, the lumber saved from the fire, and that produced from the logs unsawn at the time of the fire, and the difference should, as they contend, represent the quantity burned, which, by that method, they would make out to have been 3,820,348 feet, of the value of \$36,515.68.

The respondents' case rests, it is rightly remarked by the Court of Appeal, almost entirely on one Marchand's oral evidence, Duval's culler, and on four specifications (pages 58, 59, 60, 61) professing to be four original reports made by him to Duval of the logs cut in the shanties in the months of December, January, February and March of the winter in question. He says those are the original statements made each month by Albert Duval, brother and clerk of his employer, from his (Marchand's) dictation and reading from his culler's book, which he brought down from the shanties; that after A. Duval had completed the statement, it was again checked over to insure correctness; that he (Marchand) then signed the statement, and went back to the shanties for another month's operations. It is a singular fact that a copy of these so-called specifications was never sent to the respondents, though Duval, by his contract with them, had bound himself to do so. The respondents never saw them till after the fire. And one cannot but be struck with the similarity in their appearance, as exhibited to us in manuscript, the paper, the writing, the ruling, which is by hand, and consists of double lines of red and blue pencillings, which would lead one who had to do with documentary evidence to say at once that they were all prepared at the same time. They profess to contain an inventory of the different kinds of logs, their length, and contents in board measure. But Marchand's original