

THE
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RIDDELL, J.

NOVEMBER 4TH, 1907.

TRIAL.

THOMPSON v. EQUITY FIRE INSURANCE CO.

THOMPSON v. STANDARD MUTUAL FIRE INSURANCE CO.

Fire Insurance—Actions on Policies—Defences—Statutory Condition 10 (f) — “Gasoline Kept or Stored in the Building Insured”—Small Quantity of Gasoline in Store for Use—Defects in Proofs of Loss—Assignment by Assured of Policy to Bank — Adding Bank at Trial as Party Plaintiff ab Initio and nunc pro tunc—Absence of Notice of Assignment—Subsequent Insurance not Assented to by Prior Insurers—Statutory Condition 8—Substituted Insurance—Prior Insurance Undisclosed—Insurance Effected by Mortgagees without Knowledge of Assured—Fraud—Incumbrances Undisclosed—Immateriality—Costs—Technical Defences.

Actions upon policies of fire insurance.

H. D. Gamble and F. L. Smiley, New Liskeard, for plaintiff.

W. E. Raney and R. W. Eyre, for the defendants.

I. F. Hellmuth, K.C., for the Union Bank, added as party plaintiffs in each case.

RIDDELL, J.:—These cases arose out of what, if one were to disregard the current euphemisms, would be characterized as an attempt on the part of two fire insurance companies, which I presume consider themselves respectable,