It was further argued that the insurance had been terminated by the assured, by written notice to that effect, before the fire occurred.

This contention was based upon the fact that the assured had, on 10th September, 1902, written to the agents at Brantford of plaintiffs in the following terms: "In reference to policy 2958, in amount $2,000, held by the Bank of British North America, on 120 bags of coffee, we wish to cancel this policy and have you give us a new one for $1,000, as there are now only 50 bags of coffee in stock."

This letter was not communicated by the Brantford agents to plaintiffs' head office until after the fire occurred, and no action was taken upon it, either by return of the unearned premium or otherwise.

It was argued for defendants that the writing of this letter operated as a written notice, within the meaning of condition 19a of the statutory conditions, and that the insurance was terminated immediately on the receipt of it by the Brantford agents; but I am not of that opinion.

The letter was not, I think, such a written notice as the condition relied on refers to. It was, I think, only an intimation of the intention of the assured to terminate the insurance if and when there was substituted for it a new policy for $1,000; to that plaintiffs never agreed, and it was never done. . . .

It was also urged as an answer to plaintiffs' claim that there had been a breach of the warranty, contained in the policy sued on, that plaintiffs would retain an amount at risk equal to that reinsured under that policy.

I do not understand the force of this objection. The amount reinsured by defendants' policy was $1,000, and, as I have found, plaintiffs had at risk up to the time of the fire not only a sum equal to that, but to double that sum.

It was contended lastly that, as the action was not begun until more than 6 months after the loss occurred, it was barred, and condition 22, as varied by the indorsement on defendants' policy, was relied on in support of that contention.

Statutory condition 22 allows a year after the loss has occurred in which to bring the action, and I am not only unable to hold the variation which defendants have attempted to impose upon the assured, by reducing the time allowed for bringing an action to 6 months, to be just and reasonable, but I am clearly of opinion that, on the contrary, it is both unjust and unreasonable.