

or contrivance of his—were false and fraudulent, and in consequence the claim was vitiated and void.

The evidence did not establish that the plaintiff was himself responsible for the fire.

Upon the question of false statements, overvaluation of the goods destroyed or damaged, the learned Judge referred to *Harris v. Waterloo Mutual Fire Insurance Co.* (1886), 10 O.R. 718, 725; *Hiddle v. National Fire and Marine Insurance Co. of New Zealand*, [1896] A.C. 372; *Nixon v. Queen Insurance Co.* (1894), 23 S.C.R. 26; *North British and Mercantile Insurance Co. v. Tourville* (1895), 25 S.C.R. 177; and said that he was not satisfied that, with the knowledge the plaintiff possessed, the part he played in submitting a claim for an amount extravagantly in excess of the real loss, would not have been sufficient to establish fraud vitiating the claim, but for a recent decision to the contrary: *Adams v. Glen Falls Insurance Co.* (1916), 37 O.L.R. 1, 12, 16.

Had the plaintiff himself been the author or designer of the claim in the form in which it was made, or had he alone been responsible for the statement of exaggerated value, the conclusion would be that the estimate could not be attributable to an error in judgment, but was dishonest. He was not blameless; but, taking into consideration the part the adjuster played, and the dependence which the plaintiff placed upon him, and other circumstances, there should not be a finding of fraud and dishonesty wholly vitiating the claim.

The fact that the damaged goods were not separated from the undamaged turned out to be unimportant, because substantially every article in stock had been subjected to fire, smoke, or water.

The objection that 60 days from the completion of the proofs of loss had not elapsed when the actions were commenced was not, in the circumstances, entitled to prevail. The actions were begun on the 12th September, 1916; amended proofs of loss had been submitted on the 7th July, 1916; and what was done after that was the producing by the plaintiff of his books, invoices, and records for inspection—objection as to overestimation having been made by the defendants.

The plaintiff's loss, on a reasonably liberal scale of calculation, did not exceed \$5,350.

Judgment for the plaintiff for \$5,350 against the five defendant companies, in the proportion of the amounts of their several policies, with costs.