

stock which should be on hand. Such as it was, the book-keeping was only single entry, and there was no merchandise account or other account of that character. The adjuster was informed that the invoices were to a large extent burned, and, though he told the plaintiffs' president that duplicate invoices could readily be obtained, nothing whatever in that direction appears to have been done, and all that the defendants had up till 8th April was a so-called stock list of 1st August, 1907, the amount of which they were justified in doubting, and partial subsequent invoices of goods bought, and entries of payments without particulars, and a very large number of sale orders, from which, if they so choose, they may try to make out what goods had been disposed of.

I do not find that there was any waiver by the defendants of as particular an account as the law entitled them to, nor that there was any unreasonable requirement on their part on or before 11th April, nor that they had in fact been furnished with any reasonable information outside of the statutory declaration as to the amount they were asked to pay. The statutory declaration was forwarded to each insurance company with a letter of 8th April, 1908, for the plaintiffs' solicitors, which does not indicate any reliance on any waiver of rights. On 13th April the defendants' solicitor wrote to the plaintiffs' solicitors pointing out that only approximate bulk sums were stated, and asking particulars. I do not find that anywhere in the correspondence did the defendants waive this objection to the proofs of 8th April.

The plaintiffs' solicitors were quite alive to the question of the sufficiency of these proofs, for on 27th April they wrote asking if the defendants would waive the benefit of the 60 days' notice, and on 29th April the defendants' solicitors wrote declining to consider that at present, and that the first thing to do was to furnish correct proofs of loss. On 11th May the plaintiffs delivered to each company another statutory declaration by the president, but without prejudice to their claim that the former one was sufficient, and on 21st May their solicitors wrote that they would issue a writ on expiry of 60 days from the filing of the first proofs of loss. As an excuse for the meagre information in those first "proofs" the plaintiffs' president says he could not make it fuller because the August stock list was then in possession of the defendants. This excuse is, I think, insufficient. Had he desired to have it, there would have been no difficulty