

might occur to the property mentioned while any promissory note or obligation or part thereof given for the premium remained due and unpaid. What purported to be the statutory conditions prescribed by "The Fire Insurance Policy Act," R.S.M. c. 59, were printed on the back of the policy, and following these, under the heading, "Variations in conditions," were several other conditions, including the one relied on by defendants, printed in ink of a different color, but in type of apparently the same size as that of the statutory conditions, and which the judge held was not conspicuous type within the meaning of the Act. What purported to be the statutory conditions printed on the policy differed in several important particulars from the words found in the statute; and after the heading, "Variations in conditions," the company had omitted to print the part of the heading prescribed by section 4 of the Act, "This policy is issued on the above statutory conditions, with the following variations and additions," or any other words to the same effect.

*Held*, following *Sly v. The Ottawa Agricultural, &c., Co.*, 29 U.C. C.P. 28; *Sands v. Standard Insurance Co.*, 27 Gr. 167, and *Ballagh v. Royal Mutual Fire Insurance Co.*, 44 U.C.R. 70; 5 A.R. 87, that the requirements of the statute are imperative, and that plaintiff was not bound by the condition on which the defendant relied.

*Held*, further, that the insured was not precluded from showing what the real value of the property insured was, by the fact that he had, under peculiar circumstances, offered to sell it for less than the amount insured on it.

The policy contained in the body of it the words, "The company is not responsible for loss caused by prairie fires," and defendants contended that, as plaintiffs had alleged the contract of insurance to be an absolute one, he could not recover without an amendment setting up the policy correctly and proof that the loss was not caused by a prairie fire.

*Held*, that such qualification or exception to the absolute contract of the company must be regarded as a condition of the insurance within the meaning of the Act, and that as it was not one of the statutory conditions it would be legal and binding on the assured only if it were indicated and set forth in the policy in the manner prescribed by the Act, which it was not, and in pleading the plaintiff might ignore it altogether as he had done.

The defendants also objected at the trial to the sufficiency of the proofs of claim; but, although they had objected to payment of the loss on other grounds than for imperfect compliance with the conditions regarding proofs of loss, they did not notify the plaintiff in writing that his proof was objected to.

*Held*, that, under section 2 of the Act, they could not now take advantage of any defect in the proofs.

*Held*, also, that the plaintiff was entitled, under 3 & 4 Wm., c. 42. s. 29, to interest on the insurance money, but only from the expiration of