May says: "Storing has been defined to mean keeping for safe custody to be delivered out again in the same condition, substantially, as when received, and to apply only when the storing or safekeeping is for trading purposes, and is the sole or principal object of the deposit, and not when it is merely incidental . . . as when kerosene is kept for the purpose of illumination or saltpetre for the purpose of curing meats . . . ."

It may well be that the definition indicated in the dicta of the learned text writers will be found to be too narrow—but it seems to me clear that the remarks of Hagarty, C.J.O., must connote a definition as broad as the words reasonably bear—there must be something in the nature of dealing in such articles or having a storehouse therefor. I am of opinion that no Court could give to the words a meaning wide enough to cover the present case.

This defence then fails.

It is said that there were defects or worse in the proofs of loss. I think that if there are any such defects, they are not matters which are of any importance and did not arise from any fraud or other impropriety: and I "consider it inequitable that the insurance should be deemed void or forfeited by reason of imperfect compliance with such conditions." I therefore, under sec. 172 (1) of the Insurance Act, R. S. O. 1897 ch. 203, hold that the liability of the insurance companies is not discharged thereby.

At the trial it became known to the defendants, or at least to the Equity Fire Insurance Company, that the plaintiff had made an assignment to the Union Bank. I thought that the Union Bank should be made a party plaintiff, and that was done under objection by the defendants. It is clear that I had the power to add the Union Bank under the circumstances: Hughes v. Pump House H. Co., [1902] 2 K. B. 485, in the Court of Appeal; it not being a case of setting up a new claim.

It is contended, however, that, as regards the Union Bank, the statute bars any claim, clause 22 providing that "every action . . against the company for the recovery of any claim . . . shall be absolutely barred unless commenced within the term of one year next after the loss or damage occurs." It is argued that the Union Bank can be considered as suing only as from the time at which they are added as parties, and that is more than a year from the occurrence of the loss or damage. Holmested & Lang-