The claims of the respondents are resisted by the appellants on several grounds, all of which were unsuccessfully urged before the trial Judge.

The first objection is to the finding as to the extent of the loss which was sustained by the fire, which occurred on the 25th December, 1910, and by which the stock in trade of the assured, Jeffrey, was totally destroyed.

It was urged that the trial Judge proceeded mainly upon a stock-taking alleged to have taken place in the month of August preceding the fire, and that the stock-taking was not reliable, and ought not to have been accepted as affording evidence of the amount of the stock on hand at that date.

I am unable to agree with this contention. There was nothing adduced in evidence which threw doubt on the bona fide character or the accuracy of the stock-taking. It appears to have been conducted in the ordinary manner, and practically all the employees of Jeffery took part in it. . . .

Evidence was given . . . which fully supports the finding that, at the time of the fire, the stock on hand was of the value of $25,000. . . .

I entirely agree with the conclusion of the learned trial Judge on this branch of the case. . . .

It was further objected that the insured had never completed his proofs of loss in accordance with the conditions of the policies.

In my opinion, there was a sufficient compliance by the insured with the conditions of the policies as to furnishing proofs of loss, and the finding that these conditions were complied with was warranted by the evidence.

The American cases cited by Mr. Lefroy in support of his contention that under statutory condition 13 the insured was bound, if required to do so, to procure from the persons from whom he had purchased goods duplicates of the invoices of them and to furnish these duplicates to the insurer, have no application to such a condition as condition 13. The conditions which were under consideration in the cases cited expressly provided that the insured should procure and furnish duplicate invoices where the originals were not in his possession.

If, as the appellants contended, the proofs of loss which were furnished were insufficient, sec. 172 of the Ontario Insurance Act was, in my opinion, properly applied by the learned Judge to relieve the respondents from what otherwise would have been the consequences of their failure to comply with the requirements of condition 13.