

Statutory condition 13 requires the assured to deliver, as soon after the fire as practicable, as particular an account of the loss as the nature of the case permits, and furnish therewith a statutory declaration that the account is just and true, and, if required, the assured is to furnish account books, stock list, invoices, and other vouchers.

The burden is not thrown upon the insurance company to find out the loss for themselves without such an account being furnished to them.

On 8th April Taylor, the plaintiffs' president, had made a statutory declaration as to the British America Assurance Co.'s policy, in which he stated that the statement thereto annexed was a just and true account of the loss which the plaintiffs had suffered by reason of the fire, and that, to the best of his knowledge and belief, the amount of the stock on the premises at the time of the fire amounted approximately to \$10,800, and that the amount which had been saved, including salvage, which was partly destroyed, he had valued at \$760.74, leaving a total loss, so far as the stock in trade was concerned, of \$10,039.26. The statement (schedule A.) annexed to the declaration was as follows: "Approximate value of stock in trade at date of fire, \$1,200; total \$12,000; approximate value of salvage on premises at present, \$760.74; stock in trade and furniture, \$189.95; approximate loss \$950.69, \$11,049.31."

He also made a declaration in the case of the Traders company policy, to the like effect, except that it omitted the word "approximately" before \$10,800, and added thereto that the value of the fixtures amounted to \$1,200. The statement annexed to that declaration was the same as the other. In both the statements the words "approximate loss" were, evidently by clerical error, placed opposite \$950.69, instead of \$11,049.31. There was nothing to shew how these approximate figures were arrived at. The approximate amounts stated do not appear in the declaration or by the evidence to be the summary or the result of any accounts or particulars previously furnished to the defendants. They are not pretended to be the result of any attempt at arrangement or adjustment which might excuse absence of particularity. On the contrary, the solicitor's letters enclosing the declarations complains that there was no adjustment. The defendants had had access to the plaintiffs' account books from 24th March, but those books gave no indication of the