

MAY 19TH, 1913.

\*STRONG v. CROWN FIRE INSURANCE CO.

STRONG v. RIMOUSKI FIRE INSURANCE CO.

STRONG v. ANGLO-AMERICAN FIRE INSURANCE CO.

STRONG v. MONTREAL-CANADA FIRE INSURANCE CO.

*Fire Insurance—Actions on Policies—New Actions—Consolidation—Extent of Loss—Value of Goods Destroyed—Stock-taking—Furnishing Proofs of Loss—Statutory Condition 13—Duplicate Invoices—Ontario Insurance Act, R.S.O. 1897 ch. 203, sec. 172—Ontario Insurance Act, 1912, sec. 199—Time for Bringing Actions—Variation of Statutory Condition 22—Unjust and Unreasonable—Misrepresentation in Applications—Materiality—Finding of Fact by Trial Judge—Appeal.*

Appeals by the defendants in each case from the judgment of SUTHERLAND, J., ante 584.

The appeals were heard by MEREDITH, C.J.O., MACLAREN, and MAGEE, J.J.A., and LEITCH, J.

E. E. A. DuVernet, K.C., A. H. F. Lefroy, K.C., and A. C. Heighington, for the appellants.

N. W. Rowell, K.C., and George Kerr, for the plaintiffs, respondents.

The judgment of the Court was delivered by MEREDITH, C. J.O., who referred, first, to the original judgment of Sutherland, J., 3 O.W.N. 481; and then to the appeal from that judgment to the Court of Appeal, and the order made thereon (3 O.W.N. 1534) remitting the actions to Sutherland, J., for trial, with a direction that the defendants should be entitled to deliver pleadings in what were called "the second actions," begun by the same plaintiffs against the same defendants on the 20th December, 1911, and that the original actions and the new actions should be reheard or tried before that learned Judge, without prejudice to consolidation under sec. 158 of the Ontario Insurance Act, 1912; and proceeded:—

The second actions were brought because it was anticipated by the respondents that the appellants would object that the earlier actions were prematurely brought.

\*To be reported in the Ontario Law Reports.