reasonable or not was a question for consideration before making it, not after the loss.

There was no greater right to recover in this case than if the plaintiffs were suing for a loss which occurred before the policy came into force or after it had run out.

As to the unoccupied houses, the appeal should be allowed and the action dismissed.

As to the occupied houses, the defence was, mainly, that the vacancy of the other houses caused a change material to the risk which avoided the policy, because no notice of it was given to the insurers, as required by statutory condition 2 (Insurance Act, R.S.O. 1914 ch. 183, sec. 194).

But the case was tried by a jury, and they found that the change was not material to the risk, and so the policies were not avoided by that condition. And sec. 156 (6) provides that such a question shall be a question of fact for the jury. It cannot, however, be a question of fact for the jury if there is no evidence to go to the jury: that is, if there is no evidence upon which reasonable men could find in any but one way; but, the learned Chief Justice said, he was not prepared to say that this was such a case. There was evidence that the fire actually started upon one of the occupied premises, and there were other circumstances which brought sec. 156 (6) into effect.

Other objections made against the plaintiffs' claim were overruled upon the argument—objections which were of so little moment that they need not be dealt with again now.

The judgment should stand as to the occupied houses, that is, those occupied as dwelling-houses only.

The appellants should have their costs of the appeal, and respondents their costs of the action.

Having regard to the objections as to proofs of loss and other circumstances, the case was not one for the allowance of interest upon the amount of the loss, before judgment; no adjustment of the loss could ever have been made by the insurers with the assured except on the basis of payment in respect of unoccupied as well as occupied houses.

RIDDELL, J., was of opinion, for reasons stated in writing, that the findings of the jury should be set aside, and the action dismissed with costs thereof and of the appeal.

LENNOX, J., was of the same opinion, for reasons also stated in writing.