

however, I should probably have come to the same conclusion as did the learned Chancellor, who tried the case, as to what was the intention of all the parties to the contract, although some of the words used are inapt to the real relations existing between them.

The appellant corporation contended before us that the appeal should be allowed on the ground that a full disclosure was not made as to the indebtedness of Mumme at the time of the application, and that the policy was voided by the respondent not fulfilling the promises contained in the answers, but changing the salary and position of Mumme without notice to the appellant corporation, and not disclosing but concealing his defalcations.

The first of these complaints is, that it was not disclosed that Mumme had not contributed his share towards the capital of the firm, and that the firm was indebted to the Canadian Packing Company of London, of which the plaintiff was a member. As to this, it is a sufficient answer to say that neither in the questions put to Mumme nor in those put to the Dominion Dressed Casing Company was there any question that would require or suggest the necessity for such an answer. In both papers the answers disclosed, and were based upon, the fact that Mumme was a member of the firm and was to share in the profits, but no inquiry was made at any time as to his contribution to the capital or whether he was to contribute anything toward it.

As a matter of fact, although the articles of partnership provided that the two partners should contribute equally to the capital of the firm, they are entirely silent as to amount, and the evidence discloses the reason given by Mumme why he did not contribute, in which his partner acquiesced. The appellant corporation, however, did not ask any question on this point, so that it would appear that it did not consider it material or relevant. In the absence of any question on the point, I do not think it was incumbent on the respondent to volunteer the information. The case of *Hamilton v. Watson* (1845), 12 Cl. & F. 109, clearly shews that such non-disclosure would not void the policy in a case like the present. See also *Seaton v. Burnand*, [1900] A.C. 135.

Complaint is also made of the non-disclosure of the indebtedness of the casing company to the Canadian Packing Company, and the Hamburg branch to the head office at London. All that has been said above applies with even greater force to both these