

"I, the said George Miller (the person whose life is to be insured), do hereby warrant and guarantee that the answers given to the above questions (all which questions I hereby declare that I have read, or heard read) are true, to the best of my knowledge and belief; and I do hereby agree that this proposal shall be the basis of the contract between me and the said Association, and I further agree that any misstatements or suppression of facts made in the answers to the questions aforesaid, or in my answers to be given to the medical examiner, shall render null and void the policy of insurance herein applied for, and forfeit all payments made thereon. It is also further agreed that should a policy be executed under this application, the same shall not be delivered or binding on the Association, during my lifetime and good health. I (the party in whose favour the assurance is granted), do also hereby agree that this proposal and declaration shall be the basis of the contract between me and the said Association."

Held, (affirming the judgment of the court below) that this was not a warranty of the absolute truth of the answers of the applicant, but that the whole declaration was qualified by the words "to the best of my knowledge and belief;" and though some of the answers were untrue in fact, the policy was not thereby avoided unless they were wilfully untrue.

At the trial the jury were charged that if there was wilful misrepresentation, or such as to mislead the company, they should find for the defendants, but that if the answers were reasonably fair and truthful to the best of the knowledge and belief of the applicant their verdict should be for the plaintiffs.

Held, a proper direction.

Appeal dismissed with costs.

S. H. Blake, Q.C., and Beatty, Q.C., for appellants.

Dr. McMichael, Q.C., and McCarthy, Q.C., for respondents.

COX & WORTS v. SUTHERLAND.

Principal and agent—Speculating in stocks—Instructions to broker—Broker's duty—Money paid for margins.

S., a speculator in stocks, instructed F., a stock-broker, to purchase for him a certain number of shares in F. B. stock, expecting to

make a profit out of a rise in the value of said stock in the market.

Held, affirming the judgment of the Court below, that the relation between S. and F. was that of principal and agent, and F. was bound to purchase the stock and hold it as the property of S. He could not rely on his ability to procure a like number of shares when required, as his interest would then be to depreciate their value so as to obtain them cheaply, which would conflict with his duty to S.

F. being about to retire from business as a stock-broker, handed over his stock transactions, including that with S., to C., to which S. consented. C. acknowledged to S. having received from F. the amount paid for margins on the stock which F. was instructed to buy, neither F. nor C. having purchased the stock and set it apart as the property of S.

Held, affirming the judgment of the Court below, that C. was liable, in an action for money had and received, to refund to S. the amount so paid for margins.

Appeal dismissed with costs.

W. Cassels, Q.C., and Cox, for the appellants.

Thompson, for the respondents.

GARLAND v. GEMMILL.

Copyright—Infringement of by making extracts—Form of notice on title page—Copies deposited with the Minister of Agriculture.

A copyrighted work called "The Canadian Parliamentary Companion," contained biographical sketches of M.P's and others which the author had procured from the subjects for the purpose of his book. G. in preparing a similar work to be called "The Parliamentary Directory and Statistical Guide," sent circulars to a number of public men asking for short biographical sketches and was, by many of them, referred to the first-mentioned work and took such sketches therefrom.

Held, that this was an infringement by G. of the copyright in "The Canadian Parliamentary Companion," and G. was properly enjoined from publishing or selling the books containing such extracted matter.

By 38 Vict. c. 88, s. 9, a notice must be inserted in the title page or page following of every copy of a book copyrighted thereunder in the form following:—"Entered according to the Act of the Parliament of Canada in the