

KING'S BENCH.

Mathers, J.] AMERICAN-ABELL v. TOUROND. [March 16.

Contract—Signature by person unable to read—Verbal agreement—Sale of Goods Act.

When a man capable of reading and understanding a document, and having an opportunity to do so, affixes his signature to it without reading it, he should be held bound by its contents. But that rule does not apply when a man, incapable of reading a document, is induced to sign it by a representation that it is an entirely different document.

The plaintiff's agent, in negotiating the sale to the defendant of a second-hand threshing outfit, assured him that the separator was in first-class condition and would do first-class work and, if not, he should be at liberty to return it. The defendant agreed to take it upon these terms and, not being able to read English, signed the usual order form upon being assured by the agent that it was a paper shewing the bargain made.

Held, that the defendant was not bound by anything contained in the order which was an addition to or inconsistent with the verbal agreement made between the plaintiff's agent and himself, and that he had a right to return the machines when he found that they were not as represented, and to have the promissory notes he had given delivered up and cancelled, as, under Rule 4 of s. 20 of the Sale of Goods Act, R.S.M. 1902, c. 152, the property in the goods had not passed to the defendant.

A. B. Hudson and Anderson, for plaintiffs. Albert Dubuc, for defendant.

Cameron, J.] RE MCGREGOR. [March 20.

Life assurance—Policy payable to beneficiary in case of insured's death within named period—Death of beneficiary before insured—Conflict of laws—Insurable interest in life.

A life insurance policy (not coming within the Act respecting Life Insurance for the benefit of Wives and Children, R.S.M. 1902, c. 83), and the money to become due under it belong, the moment it is issued, to the person or persons named in it as the beneficiary or beneficiaries, and there is no power in the insured by any act of his, by deed or by will, to transfer to any other person the interest of the beneficiary which is a vested right in him or her, and, therefore, when the beneficiary dies before the