the other hand, the two agents of the company Labonté and Delesderniers are positive that the agreement was for a policy payable at death, of which the premiums terminated at death or at farthest in 20 years. The application signed by the defendant agrees with this, and so does the tariff of rates. If the defendant's pretension were to prevail, he bargained with the company to receive in 20 years $5000 for which his payments would only have been $3,200 in 20 payments. No company could continue solvent on such terms. The defendant had the policy and the benefit of the insurance for a year, and should pay for it. The burden of proof was upon him to disprove the consideration given for the note, and he has failed to do so. He says he did not understand English. That is probably true, but the negociation was in French, and Delesderniers is most positive that the dotation system, namely the payment of the policy in a term of years, was never discussed. It is incredible to suppose that he discussed it with the tariff contended for by defendant. Judgment for plaintiff."

In Review, the judgment was reversed.

JOHNSON, J. The defendant inscribes the judgment of the Superior Court here condemning him to pay the amount of a note of hand representing the premium of a life insurance. The plea was that the contract of insurance for which the defendant gave his note as premium was different from the one actually witnessed by the policy, which he repudiated as soon as he was made aware of its conditions. He says he intended to insure for twenty years, and the policy is for life. Delesderniers' evidence leaves no doubt in the mind of the Court that there was error in respect of the terms of this contract. I mean that the agent intended to make one contract, and the insured another. Mr. Delesderniers' words were, "*Votre police sera payée au bout de vingt ans, vouz serez assuré pour la vie*'.' What he meant, no doubt, was that there were to be twenty annual payments of the premium, giving the assured meanwhile a share in the profits, and that the policy would then be a paid up one. The defendant, however, may well have understood that in twenty years he was to get the amount for which he insured. I think the verbal evidence respecting all the circumstances surrounding the alleged fraud practised on the defendant has been properly received, and that in the nature of things there could be none other than verbal evidence. In the case of *Brodie* v. *The Ætna Insurance Company*,* such evidence was admitted, and to hold the defendant to the terms of the written and printed form, which he says he misunderstood, without ascertaining, by the only practicable evidence, whether what he says is true or not would be to shut him out from making his defence. It may not be out of place to remark that in a country like this, where there are many persons who do not understand a word of English, agents, who are naturally (and I do not mean to say improperly) eager for commissions in this sort of business, ought to be very cautious about making themselves well understood. There are systems of insurance that are sufficiently complicated to require long attention, even from those who understand the language in which they are set forth, before they can be sufficiently understood.

We reverse this judgment with costs.

Judgment reversed.

Davidson & Cross for plaintiff.

Trudel, Charbonneau, Trudel & Lamothe for defendant.

COURT OF QUEEN'S BENCH.

QUEBEC, June 8, 1881.

DORION, C.J., MONK, RAMSAY, CROSS, BABY, JJ.

REGINA v. MOHR.

Nuisance — Telephone Company—Local Work—Powers of Dominion Legislature.

To give the Dominion Parliament power to incorporate a Telephone Company, and authorize it to erect poles in the streets of cities in Provinces of the Dominion, it would be necessary either that the Company should have been incorporated for the purpose of connecting by telephone lines one Province with any other or others of the Provinces, or of extending its lines beyond the limits of the Province; or it should have been declared by the Federal Parliament to be for the general advantage of Canada, or of two or more of the Provinces.

The erection of telegraph poles in the streets of a city, so as to impede ordinary traffic, if unauthorized by competent legal authority, is a nuisance at common law.

The case came up on a Reserved Case, which reads as follows:—

* 5 Supreme Court Rep. 1.