price, in which there was no mention of the warranty.

Held, that parol evidence of the warranty was admissible, as it appeared that the receipt note was not intended to be the evidence of the whole contract.

Held, also, that it was not necessary to prove that the salesman had authority to give the warranty.

Rose for the appellant.
Delamere for the respondent.

Armour, J.] [Sept. 20.

Corporation of County of Hastings v. Ponton.

Registrar's fees—R. S. O. c. 111.

This action was brought by the plaintiffs to recover from the defendant the registrar of the County of Hastings, the excess of fees mentioned in sections 99, 100, 102, 103 of the R. S. O. ch. 111.

The defendant demurred to the declaration on the ground that the sections above mentioned were *ultra vires* of the Local Legislature, as it imposed an indirect tax, and not a tax for raising a revenue for provincial purposes.

Held, affirming the judgment of Armour, J., that, if a tax at all, it was clearly a direct tax, and within the legislative jurisdiction of the Province.

Held, also, that having received the money in question under the above Act, the defendant could not deny that he received it for the purposes therein indicated.

Bethune, Q.C., for the appellant.
McMichael, Q.C., for the respondent.

Appeal dismissed.

Proudfoot, V. C.] [Sept. 25.

Williams v. Corley.

Commission agent.

Held, reversing the decree of Proudfoot, V. C., that the evidence clearly established that plaintiff was acting as a commission agent, in the purchase of the corn in question, and that the defendant was not therefore justified in refusing to accept it, because it was not in prime order on its arrival, as it appeared that it was purchased and shipped in good order.

C. Moss, for the appellant.
Cassels, for the respondent.

Appeal allowed.

C. C. Wellington.] Sept. 25.

Jenks v. Doran.

Promissory note—Indorsement by payee of an insolvency—Right of innocent indorsee to recover.

Held, reversing the decision of the County Court, that the plaintiff was not enabled to recover on a promissory note which had been indorsed to him by the payee for consideration, and *bona fide*, after the payee had been in insolvency, and the title to the note had passed to his assignee.

Ferguson, Q.C., for the appellant.
Dunbar for the respondent.

Appeal allowed.

Spragge, C.] [Sept. 25.

Greet v. Royal Insurance Co.—Greet v. Citizens' Insurance Co.

Fire insurance—Omission to disclose threats—Prior insurance.

In answer to the question put by one company in an application for insurance on a mill, "Have you any reason to believe that your property is in danger from incendiaries?" and by another company, "Have you any reason to suppose, &c.?" the owner, B., answered each in the negative.

The mill had been burnt some months previously and the origin of the fire was unknown. Threats had been made to B. by one R., an intemperate man, who was accustomed to indulge in threats to which no one paid much or any attention. An anonymous letter had also been received, threatening incendiarism. Persons supposed to be tramps had been seen about the mill, and B. had warned the watchman to be careful, and told him that he had received an anonymous letter.

Held, reversing the decree of Spragge, C., that the answers were such a misrepresentation as avoided the policy.