

by the assured. All these provisions are, I think, to be read together; they are all *in pari materia*; there is no possible need for or use in the last if it is not to modify the two former. Remembering that the language of a policy must be read most strongly against the insurance company, whose language it is, I think the policy is to be void only on the untrue statement of the assured, and not of one who is in fact the agent of the company, but technically perhaps and for a special purpose acting for the assured. If this be not the meaning, the words "by the assured" are wholly unnecessary and useless.

The assured made full and true disclosure of everything upon which he was asked, and I do not think the fraud of Hall can be imputed to him; and there was no fraud, but only mistake, in the proofs of loss.

I would dismiss the appeal with costs.

MARCH 11TH, 1915.

*BUFF PRESSED BRICK CO. v. FORD.

*Company — Liability for Calls of Original Shareholder and
Petitioner for Incorporation—Fraud of Promoter.*

Appeal by the plaintiff company from the judgment of MULOCK, C.J.Ex., who tried the action without a jury, dismissing it with costs.

The appeal was heard by FALCONBRIDGE, C.J.K.B., RIDDELL, LATCHFORD, and KELLY, JJ.

S. H. Slater, for the appellant company.

E. E. Gallagher, for the defendant, respondent

RIDDELL, J.:—One Brinker, engaged in promoting a brick company, is said by the defendant to have committed a fraud upon him by concealing his interest in the matter, and thereby induced the defendant to take a share in the proposed enterprise. The defendant with others signed a petition to the Lieutenant-Governor asking for a charter, the defendant being a subscriber for 10 shares. The charter was granted in January, 1914, and names the defendant as one of the corporators.

Calls were properly made upon the stock; the defendant re-