

equally to the capital of the firm, they are entirely silent as to amount, and the evidence discloses the reason given by Mumme why he did not contribute, in which his partner acquiesced. The defendant company, however, did not ask any question on this point, so that it would appear that they did not consider it material or relevant. In the absence of any question on the point I do not think it was incumbent on the plaintiff to volunteer the information. The case of *Hamilton v. Watson*, 12 Cl. & F. 109, clearly shews that such non-disclosure would not void the policy in a case like the present. See also *Seaton v. Burnand*, [1900] A. C. 135.

Complaint is also made of the non-disclosure of the indebtedness of the Casing Co., to the Canadian Packing Co., and the Hamburg branch to the head office at London. All that has been said above applies with even greater force to both these claims. In addition, the alleged indebtedness of the Hamburg branch was only the ordinary method of bookkeeping, that the branch was charged with all the goods that were shipped to it, and the amount was in no sense a debt, and the matter was wholly irrelevant. Another point raised is that plaintiff did not exact from Mumme the monthly cash account and balance sheets and the weekly account sales promised in the answers. The evidence shews that sales were not made every week, but it also shews that the plaintiff did all that he reasonably could to obtain such statements from Mumme. Sometimes they were furnished regularly; at other times he was dilatory in forwarding them. Plaintiff appears, however, to have done his full duty in urging Mumme to send them regularly. His only promise was that he would require Mumme to render his accounts monthly or oftener, and this he did. It was not through any fault or delinquency of his that they were not always forthcoming. Besides, there was no promise in his answers nor any condition in the policy that the defendant company should be notified of any dilatoriness of Mumme in this regard. This ground also should be disallowed: see *McTaggart v. Watson*, 3 Cl. & F. 525, and *Creighton v. Rankin*, 7 Cl. & F. 325.

Another ground urged is that plaintiff reduced the salary of Mumme and altered his position without notifying the defendant. The partnership was formed for three years from the first of February, 1907. The complaint is made respecting an agreement of September 23rd, 1909, whereby