quent premium . . . this agreement shall be void and of no effect from the beginning.

The original untrue statements were made contemporaneously with the first payment of premium, and they were unquestionably material and affected the risk.

Taking this view, I have not thought it necessary to deal with the legal effect of the subsequent change of work undertaken by the manager, under directions given by the officers of the company, which they were not authorized to give by the company—and which involved the doing of business which was beyond the corporate powers. No loss arose as a consequence of these ultra vires acts, and I am inclined to think that upon the application of the rule in Exchange Bank v. Springer, 14 S. C. R. 716, the guarantee might hold as to prior defalcations. But upon this I do not pass, but place my judgment on the other ground, in regard to which neither the learned Judge below nor this Divisional Court were referred to the cases in the Supreme Court which appear to govern the construction of the statute: see Hunter on Insurance, p. 230.

I would affirm the result below with costs of appeal.

MEREDITH, J., gave reasons in writing for the same conclusion.

MAGEE, J., also concurred.

FEBRUARY 24TH, 1905.

C.A.

REX v. IRVINE.

Criminal Law—Selling Beverage in Bottle with Name of Another on it—Unregistered Name—Criminal Code, sec. 449 (b).

Case stated by police magistrate for city of Ottawa.

Defendant, who elected to be tried summarily, was charged with an offence under sec. 449 (b) of the Criminal Code, which enacts that "Every one is guilty of an indictable offence who (b) being a manufacturer, dealer, or trader, or a