HELD:—That it was the duty of the Company's officials to have prevented the workmen from riding in such a position, or to have given them an emphatic warning of the danger, and the Company were held responsible for the damages suffered by the men. *Canadian Pacific Ry. Co. & Goyette*, June 30, 1886.

Life Insurance—"Declarations and Statements" of Application—Increase of risk—Intemperate habits.

The application, after the usual answers and declarations, contained an agreement that should the applicant become as to habits so far different from the condition in which he was then represented to be as to increase the risk on the life insured, the policy should become null and void.

The policy stated by its terms that if any of the "declarations and statements" made in the application should be found in any respect untrue, the policy should be null and void. The applicant stated himself to be of temperate and sober habits. It was proved that he became intemperate during the year preceding his death.

Held, 1. That the applicant's agreement as to change of habits was included among the "declarations or statements" of the application, and as such became an express warranty.

2. That the contract thus formed was valid, and became binding on the assured and his assignee.

3. That in order to void this contract it was sufficient to prove that the change of habits of assured was such as to increase the risk on his life, even though death were not proved to have resulted therefrom.

4. That in the present case, a change of habits was proved which in its nature increased the risk on the life insured. *Boyce*, Appellant, and *The Phœnix Insurance Co.*, respondent, Sept. 21, 1886. Ramsay, J., diss.

Principal and Agent—Authority of Agent.

The purchaser of a car load of barley paid the price thereof to the vendor's agent from whom he received the grain, and who was moreover named in the bill of lading as the consignee.

HELD:—That the bill of lading constituted a written authority to the consignee to control the consignment, and having delivered it, to receive the price; and his receipt was a valid discharge to the purchaser. *Lambert*, Appellant, and *Scott et al.*, respondents, June 30, 1886.

Sale without delivery—Possession—Rights of Creditors.

B., who was the principal proprietor of a railway company, was in the habit of mingling the moneys of the company with his own. He bought locomotives essential to the business of the railway company, and for several years allowed the company to have possession of the locomotives openly and publicly as though their own property.

HELD:—1. That the locomotives must be presumed to be the property of the company, —especially as regards creditors who had trusted the company on the faith of their possession of such property.

2. That the appellants, who claimed the locomotives under a sale from B. not accompanied by delivery, were not entitled to the property as against a *bona fide* creditor of the company.—*Fairbanks et al.*, appellants, and *The South Eastern Railway Co.*, and *O'Halloran*, respondents, June 30, 1886.

Capias—Special bail under C. C. P. 824—Statement and declaration under C. C. P. 766—Contempt—Commitment.

HELD:—1. (Approving *Poulet* v. *Launière*, 6 Q. L. R. 314.) That a defendant who has given special bail under C. C. P. 824, is not bound to file a statement and make the declaration mentioned in articles 764-766, C. C. P.

2. The defendant in this case, not being bound by law to file such statement, could not be in contempt for failing to do so.

3. A commitment for contempt until otherwise ordered by the Court is irregular: it should be for a specified time or until the person conforms to the order which he disobeyed.—*Vineberg*, appellant, and *Ransom et al.*, respondents, June 30, 1886.