

(1) Will he at any time hold power of attorney on behalf of the employer? A. He is part owner of the business.

Q. What salary will he be paid, and how will it be paid, and if subject to any deduction? A. Paid salary and commission on sales and participation in profits."

From the questions and answers contained in these two documents it is quite clear that what was asked for was a policy guaranteeing the honesty and fidelity of Mumme to his partner in the part of the business to be conducted by him at Hamburg. The use of forms which had manifestly been prepared for and were better adapted to the ordinary relation of employer and employee would have raised some technical difficulties as to form of the action, but we are relieved from considering these by the admissions made by the counsel for the defendants above referred to. Even without these admissions, however, I would probably have come to the same conclusion as did the learned Chancellor, who tried the case, as to what was the intention of all the parties to the contract, although some of the words used are inapt to the real relations existing between them.

The appellant claimed before us that the appeal should be allowed on the ground that a full disclosure was not made as to the indebtedness of Mumme at the time of the application, and that the policy was voided by the plaintiff not fulfilling the promises contained in the answers, but changing the salary and position of Mumme without notice to the defendant, and not disclosing but concealing his de-falcations.

The first of these complaints is that it was not disclosed that Mumme had not contributed his share towards the capital of the firm and that the firm was indebted to the Canadian Packing Co. of London, of which the plaintiff was a member. As to this, it is a sufficient answer to say that neither in the questions put to Mumme nor in those put to the Dominion Dressed Casing Company was there any question that would require or suggest the necessity of such an answer. In both papers the answers disclosed and were based upon the fact that Mumme was a member of the firm and was to share in the profits, but no inquiry was made at any time as to his contribution to the capital or whether he was to contribute anything toward it.

As a matter of fact, although the articles of partnership provided that the two partners should contribute