

the insured, under the following condition, endorsed on the policy: "If an application, survey, plan or description be referred to in this policy it shall be a part of this contract, and a warranty by the insured."

Held, on a motion for a nonsuit, per Hanington, Landry and McLeod, JJ., Tuck, C.J., and Vanwart, J., dissenting, that this was not such a reference to the application as would make it, under the condition specified, a warranty by the insured, the plan on the back only being referred to, and not the application itself; also, that the agent of the company in incorrectly writing the answer to the question as to the ownership of the land, after the plaintiff had truthfully stated the facts, must be taken as having acted as the agent of the company, not of the insured, thereby precluding the company from taking exception to it.

Palmer, Q.C., and *Baxter* for plaintiff. *Earle*, Q.C., and *C. J. Coster* for defendant.

Full Court.]

EX PARTE SIMEON JONES.

[June 15.]

Civic assessment—Taxes on income—Residence.

The applicant a few years ago transferred his business and all his real estate in the City of St. John to his children and removed to New York, where he had an office on Broadway in connection with his business in stocks and bonds, and boarded and lodged (when in that city) at Hotel Plaza. He continued a director, however, of the Bank of New Brunswick, which had its head office in St. John, and attended in the year 1917 sixty-five meetings of the Board at the City of St. John in that capacity, receiving therefor an allowance of \$4.00 per meeting. He had also, since his removal to New York, spent regularly two months or more of the summer season in the Province, a part of which time he spent fishing, and the remainder in the city, living at his old home with his children, where he stayed on all other occasions also when he was in the city. He was assessed on his income as a resident of St. John, and, objecting thereto on the ground that he was not a resident of the city, the Board of Assessors heard evidence as to his residence, when the facts substantially as above were disclosed. At the hearing the applicant stated his domicile as at Hotel Plaza, New York, but the Board found, notwithstanding, that he was a resident of St. John.

Held, on motion to make absolute a rule nisi for certiorari, that the finding of the Board was warranted by the evidence, and that applicant was liable to assessment on income as a resident of St. John. Rule discharged.

Currey, Q.C., in support of rule. *C. J. Coster*, contra.

Full Court.]

ROBINSON v. SCHOOL TRUSTEES OF ST. JOHN.

[June 15.]

Innocent holder of unauthorized school bond—Negligence of School Board—Estoppel.

Plaintiff was holder of a school bond, which bore the seal of the Board, the signature of the chairman of the Board (since deceased), and what purported to be the signature of J.M., the secretary (since removed). The Board never received any value for the bond, and claimed that its issue was unauthorized. The bond, however, got out and into the hands of W. and M.