

nounced with some doubts as to their correctness, but they arise not so much from the application of known rules of law to proper facts as from the absence of defined rules for these particular cases. The interest manifested has induced us to give the case careful thought. Our conclusions seem to us nearest analogous to the generally accepted rules of law bearing on kindred questions, and to subserve the ends of substantial justice. The question we have discussed is controlling in the case, and we need not consider others.

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COURT OF APPEAL.

LONDON, May 13, 1892.

**BAWDEN V. LONDON, EDINBURGH AND GLASGOW ASSURANCE COMPANY.** 2 Q. B. Div. [1892] 534.

*Insurance—Accident—Knowledge of Agent Imputed to Principal.*

*B. effected an insurance with the defendant company through their agent against accidental injury. The proposal for the insurance contained a statement by the assured that he had no physical infirmity, and that there were no circumstances that rendered him peculiarly liable to accidents, and it was agreed that the proposal should form the basis of the contract between him and the company. By the terms of the policy the company agreed to pay the insured £500 on permanent total disablement, and £250 on permanent partial disablement—the policy stating that by permanent total disablement was meant, inter alia, “the complete and irrecoverable loss of sight to both eyes,” and by permanent partial disablement was meant, inter alia, “the complete and irrecoverable loss of sight in one eye.” At the time when he signed the proposal for the insurance the insured had lost the sight of one eye, a fact of which the defendants’ agent was aware, though he did not communicate it to the defendants. The assured during the currency of the policy met with an accident, which resulted in the complete loss of sight in his other eye, so that he became permanently blind.*

**HELD:**—*That it must be taken, first, that the assured had sustained a complete loss of sight to both eyes within the meaning of the policy; secondly, that the knowledge of the defendants’ agent was, under the circumstances, the knowledge of the defendants, and that they were liable on the policy for £500.*

Application by the defendants for a new trial, or that judgment might be entered for them.

The Lord Chief Justice directed the jury that the company were, through their agent, Quin, affected with knowledge of the