legislature in the amendment made in 1897, 60 Vict. ch. 36, sec. 148 (1), the section now in the R. S. O. 1897.

The point of law was discussed before the statute provided for days of grace, in Manufacturers Life Ins. Co. v. Gordon, 20 A. R. 309, where the policy provided that a grace of one month should be allowed in the payment of premiums. The Court of Appeal equally divided as to whether the grace payment could be made after the death of the insured. Next year the first statute of 1893 was passed, which adopted the view that the payment must be before the death. But in 1897 the excision of the clause having this meaning indicates the mind of the legislature to be favourable to the views of Burton and Maclennan, JJ.A., who thought that payment might be at any time before the expiry of grace, whether the life had dropped or not. This appears to me to be a correct reading of the existing law, and I think that any one interested, whether beneficiary or representative of the assured, may make a valid tender of payment of the premium in default, within the 30 days of grace.

In this case, therefore, there was a hand existing by which the needful payment might be made, if not relieved therefrom by the conduct of the company: Stewart v. Freeman, [1903] 1 K. B. 47, 54.

I agree with the conclusions of the trial Judge and jury that the facts disclose a case of estoppel against the company, whereby their conduct and statements, as well as the silence (when it was a duty to speak) of the company's agents, operated to mislead the plaintiff and lull her into security during the currency of the days of grace: this on the lines indicated in Sanford v. Accidental Ins. Co., 2 C. B. N. S. at pp. 287, 288. There may be an explanation of all the conduct and statements found by the jury by holding that the company, after the death, and knowing of the intention to pay the premium, decided to waive actual payment and apply part of the proceeds of the policy to defray the premium. But, however it may be put, I think it is a just conclusion to uphold on the merits the finding in favour of plaintiff.

Appeal dismissed with costs.

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

MACMAHON, J., also concurred.