

I agree with my brother Britton that no liability was undertaken by the respondent in respect of any transaction between R. L. Duncombe and the appellants prior to 29th January, 1906, but, if I understand my learned brother's judgment correctly, I differ from him in thinking, as I do, that there is evidence that the advances made were advances within the terms of the bond. The evidence taken under the commission shews that the advances were those which are usually made by life insurance companies to their agents, and were intended, in part, at least, to keep the agent in funds during the period of the credit which he might give to persons insuring or insured for payment of their premiums. I do not see that any of these advances may not properly be considered advances to the agent for "the purpose of enlarging" his "business or otherwise." They may be described not improperly, I think, as made for the purpose of enlarging the agent's business, for it is manifest that the more or longer credit he was in a position to give to his patrons, the larger the business he reasonably might expect to do; but if they do not fall within that part of the description, they certainly are covered, I think, by the words "or otherwise." If made in connection with the agency, as undoubtedly they were, it would be, I think, an unwarranted application of the *eiusdem generis* rule to apply it so as to exclude them.

The first ground of defence failing, is the respondent entitled to succeed on the second ground?

I am unable to agree with the conclusion of my brother Britton that there was anything in the conduct of the appellants or their dealing with the respondent that should have the effect of relieving him from the obligation entered into by him.

The respondent knew, as the letter from R. L. Duncombe to him of 8th May, 1906, shews, that R. L. Duncombe had been for some time, at all events, an agent of the appellants, and that he had just made a new contract with the appellants. The new contract referred to was a modification of the contract of 29th January, 1906, and was entered into on 7th May, 1906. The terms of the bond which the respondent executed shewed him that he was becoming bound for a then existing indebtedness of the agent, if he was then indebted to the appellants. It was not the appellants but R. L. Duncombe who requested the respondent to become a