

yearly to half yearly, and a failure to deliver the policy before demanding payment of premium, and another that the policy had lapsed before payment of premium. There is nothing in the first ground that the payment was changed from yearly to half yearly as this was for an applicant's benefit and at his suggestion although in violation of his written application; and the next two points as to failure to deliver the policy and that the policy had lapsed on 17th February or within 60 days after issue and before premium was paid. If I can find that plaintiff was acting as agent for defendant then the policy was delivered as agent, and if the company accepted the premium after the 60 days had expired I am sure they could compel the defendant to accept the policy as by the contracts the option or right to reject is entirely on the part of the company, and finally the objection is taken that the letters of February 10th, and May 1st, and the one lost do not give any express or implied right on plaintiff's part to pay the premiums for defendant. This claim is founded on an implied promise, as contained in the letter of February 10th, 3/F, on defendant's part to repay plaintiff the premiums if he would first pay the company for defendant. Does 3/F contain an implied promise: Mr. Lane urges the following view of 3/F: "I wish you would oblige me by holding the policy until the end of the present quarter," i.e., this implied, that the plaintiff would pay the premium and get the policy and hold it for defendant, and at the end of the quarter I will pay you. "Circumstances will not permit me to pay that policy just now." i.e., this implies, the defendant will pay it later on, and "I will explain why I have not remitted my payment," i.e., implies my payment due to you again. "I will make it all right when I see you," implies, "I will repay you the premium when I see you if you pay or advance it for me. If this construction can be given to C/F then the plaintiff's claim should prevail, but after looking carefully into the authorities including those cited, I cannot accept that view.

The facts proven on, set out in B/F letter May 1st, and defendant swears to the same effect, that he never authorised payment of the premium, and I must accept this evidence as explaining 3/F which if it can be construed to mean what the plaintiff by his counsel urges, then it is certainly very ambiguous. If the ambiguity is under the last clause "I will make it all right when I see you," then I consider it