them, from withdrawing his application, and thereupon being entitled to be repaid what he had paid in money, and to have the promissory note which he had given returned to him.

It was contended by Mr. Hunter that a contract, not, as he admitted, a contract to insure, had been come to as the result of the application by plaintiff, the payment of the $351.90, and the receipt which was given, which prevented the application from being treated as a mere offer which might at any time before acceptance be withdrawn by the person making it. . . . He put it that the company had agreed, in consideration of the payment made, that, if the medical director should approve of the application, and it should be accepted by the company at the home office in Indianapolis, Indiana, the company would insure plaintiff and issue to him their policy in the terms of the application.

I am unable to agree with this contention. I see nothing in the receipt which binds defendants to do anything; it is simply an acknowledgment of the payment of the money and a statement that the insurance will be in force from the date of the approval of the application by the medical director, which I take to mean, that, if the application is accepted by the company at the home office, the policy will conform to the application by making the insurance binding from the date of approval by the company's medical director.

It is also to be observed that it is expressly stated in the printed part of the application that the contract shall not take effect until the application has been accepted by the company at the home office in Indianapolis, Indiana.

It appears to me, therefore, that what took place between the parties amounted merely to an offer by plaintiff to defendants of the risk on his life, on the terms mentioned in the application, and the payment by plaintiff of the sum required to pay the first premium to be applied for that purpose if and when the offer of plaintiff should be accepted, and that defendants before the application was withdrawn had neither accepted the risk nor bound themselves to do anything in consideration of what plaintiff had done; and in this view of the case it is clear that the judgment of the Court below is right. . . .

[Reference to Johnson v. Flewelling Manufacturing Co., 36 New Brunswick 397.]

Appeal dismissed with costs.