

NOVA SCOTIA.

COUNTY COURT FOR DISTRICT NO. 2.

MARCH 10TH, 1911.

ZWICKER v. PEARL.

*Life Insurance—Premium—Failure of Insured to Pay —
Payment by Company's Agent on Insured's Behalf—Re-
covery against Insured.*

C. W. Lane, for plaintiff.

D. F. Matheson, K.C., for defendant.

FORBES, Co.C.J.:—The plaintiff sues to recover the sum of \$53.10 being the amount of two half yearly premiums on a policy of life insurance applied for by defendant in the Canada Life Assurance Co., of which company the plaintiff was agent at Mahone Bay, Lunenburg county. The defendant applied on September 25th, 1909, for \$1,000 of insurance, and after negotiations between the head office and the agent the policy was finally issued on December 17th, 1909, and on February 26th, 1910, the plaintiff paid to the head office the first half year premium of \$26.55 and later on in August 1st, paid the second half year premium under the following conditions:—

In November, 1909, the plaintiff drew for the first half year's premium through the Bank of Montreal, and the defendant refused the draft, and again in February or before the 10th February the plaintiff wrote to defendant and enclosed a note for the premium. It is not clear from either plaintiff or defendant whether the note was for the whole or only a half year's premium, but on the 10th February the defendant wrote to plaintiff a letter 3/F. and refused to sign the note, and on the strength of this letter the plaintiff on February 26th, paid a half year's premium of \$26.55 and subsequently wrote defendant threatening to collect it through his attorney, if not paid, to this on May 1st defendant wrote B/5 refusing to pay and denying liability and stating he never authorised plaintiff to pay any premium for him.

A number of minor points are raised by the defendant, such as a change of terms of payment of premium from