ber, 1889, to the company for $2,000 insurance on his life to be covered by two policies of $1,000 each. Two policies were issued pursuant thereto, dated 2nd November, 1889. The annual premiums, $33 on each, were payable on 2nd November each year, till 20 premiums should be paid. By the terms of the policies, in case of the plaintiff's death during the 20 years the $2,000 would be payable, and the whole of the tabular annual premiums would be returned, but if he survived that period the policies would be credited with a share of surplus. As to whence this surplus was to be derived, or how it was to be ascertained, the policy was silent. As to that the company must have intended to give much latitude to their agents or canvassers if any satisfaction was to be given to their customers. Each policy was said to be issued upon the 20 years' distribution plan, whatever that was. For any explanation of it the public would be apparently left to the tongues of the agents or loose leaf literature possibly, of which we have no specimen or hint. In the application it was called the "20 pay life return premium plan, 20 year distribution," but with no better information, and there was printed a stipulation that "in any distribution of surplus the principles and methods which may be adopted by the company for such distribution and its determination of the amount equitably belonging to such policy" were thereby ratified and accepted. If a company chooses to leave its transactions beclouded by indefiniteness of this sort, which can only be made clear in practice by the statements of agents, it can hardly hope, even if it deserves, to escape litigation. However, that share of surplus might according to the policies be availed of at the end of the 20 years in various ways—one of which was that it might be drawn in cash.

Each policy also contained a stipulation that it might be surrendered to the company at the end of the 20 years, "and the full reserve computed by the American Table of Mortality and four per cent. interest, and the surplus as defined above, will be paid therefor in cash."

The plaintiff went on paying the premiums, and at the end of the 20 years applied to surrender his policy and get the reserve and the surplus in cash, and was then informed that these amounted to $434.06 and $236.76 respectively, on each policy, making in all $1,345.64, which the company offered to pay, but it would pay no more. He claimed that he had been induced to apply for the insurance upon the representation by the company's agents that the amounts on each policy would be $527 guaranteed for reserve, and $486 estimated for surplus, making in all $2,026.