was not for the purpose of protecting the companies that Ring intervened, but he did so for some purpose of his own after he had quarrelled with the respondent.

The strongest case against the appellant's right to recover on the policies is London and Lancashire Life Assurance Co., v. Fleming, [1897] A.C. 499, but that case is, I think, distinguishable. . . .

I do not understand that what is said by Sir Henry Strong in that case with reference to the application of the principle of Acey v. Fernie (1840), 7 M. & W. 151, means more than that the mere fact of the company having taken the agent's note for the premiums, in the circumstances of that case, afforded no presumption of the nature which Sir Henry Strong mentioned. I do not understand him to mean that the fact that an agent has given credit for a premium, and has treated himself and has been treated by the insurers as their debtor in respect of it, if proved, is not sufficient to warrant the conclusion that the premium has been paid to the insurers and the contract of assurance has become effective. To hold that it is not would, I venture to think, come as a surprise to insurance agents and the business community, for I also venture to think that in many cases it is the course of dealing of agents to treat the insured as their debtor for the premium, and themselves as the debtors in respect of it to the insurers whom they represent, and that this practice is well known to and recognised and acted on by insurers.

However that may be, the liability of the companies in this case does not depend upon presumptions afforded by the course of dealing between them and their agents. But the facts in evidence warrant the conclusion that it is proved that the intention of all parties was that Ring, and he alone, should be liable to the companies for the premiums, and that he should look to the insured or those at whose instance he had placed the insurances for payment to him of the premiums; subject only to the conditions that if Ring should be unable to obtain payment of the premium the debit to him should be cancelled.

If this was the true nature of the transactions, having come to the conclusion, as I have already stated, that as between the appellant and Ring the premiums had been paid to Ring, they were as between the companies and the appellant also paid.

If this view is right, the notices of cancellation given by the companies, if otherwise sufficient, were insufficient to put an end to their contracts, because there was neither return nor offer to return the unearned premiums that had been paid.