policy," and the "date of expiry" being stated as "7th September, 1915."

The animal contracted the fatal disease after the policy was signed for the defendants at their office in Montreal, but before delivery to the plaintiff, and there was no previous payment of premium, interim receipt, etc., to affect the question.

The fallacy in the contention of the plaintiff was the hypothesis that she, by her application, offered a contract to the defendants, which was accepted by the defendants by their writing and signing a policy of insurance—therefore, the contract was formed and the defendants' liability commenced with the signing of the policy. That was not the legal position. The application was not an offer, but a request to the defendants to offer a policy. The company may decline altogether or may accede to the request. If they accede, they write a policy and tender it to the proposed assured as the contract they are willing to enter into. If the assured accept the policy tendered, then, and only then, the contract is complete, and that is the "commencement of the company's liability" (the premium being paid or other arrangements satisfactory to the company being made.)

Reference to Provident Savings Life Assurance Co. of New York v. Mowat (1902), 32 S.C.R. 147, 156; Canning v. Farquhar (1886), 16 Q.B.D. 727, 730, 731; May on Insurance, 4th ed., para. 43 H.; North American Life Assurance Co. v. Elson (1903), 33 S.C.R. 383.

The liability of the defendants did not begin (if at all) until after the fatal disease had been contracted.

Moreover, the material alteration in the subject of insurance, known to the plaintiff, was fatal to her claim. May, op. cit., para. 43G.; Canning v. Farquhar, supra.

The appeal should be allowed.

MEREDITH, C.J.C.P., read a judgment in which he discussed the provisions of the contract, and said that, where the parties had agreed, as they had in this case, that "the company's liability commences after payment of the premium and receipt of policy or protection note by the insured," and that the company shall be liable only "in case of death from disease contracted" after the "commencement of the company's liability," there could not be liability for death from disease contracted before the company's liability so began.

The appeal should be allowed.

LENNOX, J., agreed that the plaintiff could not recover. There was, in his opinion, a completed contract when the plaintiff