

through their agents, with the consent of the superior officers, took money whenever it was given to them, whether the days of grace were up or not. The plaintiff had made all reasonable exertions to pay the premium, but was frustrated by the conduct and inaction of the company.

*Held*, that the defendants were estopped from saying that the policy was not current, and that the plaintiff had a reasonable time to complete the payment of the premium, even though death previously ensued. If the strict right of forfeiture was waived, the company could not without specific warning revive that right for non-payment of the small balance. See *Redmond v. Canadian Mutual Aid Association*, 18 A.R. 335; *Dilleber v. Knickerbocker Insurance Co.*, 76 N.Y. 567; *Black v. Allan*, 17 C.P. 240, 248; *Manhattan Life Insurance Co. v. Hooley*, 8 Ins. Law Journal 226.

Divisional Court—C.P.]

[Oct. 28.

BRADLEY v. BRADLEY.

*Contract—Implied—Services to near relative—Remuneration—Promise of widower not to re-marry void as against public policy.*

Cross appeals from the judgment of the judge of the County Court of Essex sitting for ANGLIN, J., on March 19.

The plaintiff (unmarried) was the sister of the defendant, a widower. She sought to recover for services rendered to defendant as his housekeeper and for money expended by her on his behalf. Defendant's wife died August 28, 1895, leaving two small children. The plaintiff, at defendant's request, had taken up her residence with him, he promising that in consideration of her doing so and taking care of the household and children, he would provide her with a comfortable home for her life, and, as she alleged, he promised never to re-marry. She performed these duties until Jan. 18, 1898, when the defendant re-married and ceased to support her. She claimed remuneration for her services and for moneys said to have been expended by her for household expenses and clothing for the children. The plaintiff admitted that there was no agreement as to the payment of wages, but that she relied on the verbal statement of the defendant. The trial judge found in favour of the plaintiff \$5 a week for six years, \$1,530, but that the money expended was expended