your insurance in full force.' '' The assured agrees, pays his money, and sends his note, and I cannot see why this is not a perfectly good contract on the part of the company to keep the ''insurance in full force.'' But the contract can scarcely be read as keeping the policy in full force other than on its terms. And it does really nothing more than specifically to agree to what the law would enforce without specific agreement. The plaintiff does seem to be advanced by this agreement beyond what the defendants concede.

Were it not for authority binding upon us, I should be inclined to hold that the April note was paid, and the new note was not one which came within the added clause.

The mere taking of a new note for the amount of a former is not in itself payment of the old one: Falconbridge on Banking and Bills of Exchange, p. 577; Maclaren on Bills of Exchange, 3rd ed., p. 320; if the holder retains the original, the presumption is that it is to continue to exist: Ex p. Barclay (1802), 7 Ves. 596. . . .

[Reference to Noad v. Bouchard (1860), 10 L.C.R. 476, 477.]

The delivery up of the former note has often, if not universally, been considered strong evidence of novation: Parsons on Notes and Bills, 2nd ed., vol. 2, p.203; Daniel on Negotiable Instruments, 6th ed., paras. 1266, 1266a; and where, as in this case, the new note is given for a smaller amount, the conclusion is well-nigh irresistible: 7 Cyc. 1012, para. b.

Everything here points to an intention to consider the new note and the money order as payment of the note of April.

The new note then was not precisely a ''written obligation given'' for ''any premium,'' and so does not come precisely under the terms of clause 3. Nor, as I should have thought, is it ''a promissory note or other written obligation . . . given for any premium or part thereof,'' under the added clause. It was given in part payment not of any premium but of a note, itself given in part payment of a premium. We should interpret a policy of insurance with reasonable strictness against the company which puts it forward, and whose language it contains—more especially when forfeiture is claimed as the result of another interpretation. But it would seem that authority binds us to hold the contrary.

McGeachie v. North American Life Insurance Co. (1894), 23 S.C.R. 148 (S.C. (1892-3), 22 O.R. 151, 20 A.R. 187), is mainly relied on. . . .