

plaintiffs knew, from what it was when the insurance was affected. All premiums from first to last on this policy, whether paid by C. F. Smith or by the plaintiff Zillah Smith, were paid to Telfer. Receipts from Telfer for 1898, 1899, 1900, 1901, 1902, and later years, were produced. These receipts or many of them were signed by Telfer as agent for the defendants. In all cases the money was remitted to the defendants; and official receipts were procured and handed over to the insured or the plaintiff Zillah Smith.

The defendants treated, dealt with, and recognised Telfer as to this policy as their agent in collecting premiums, and was paid by the defendants therefor the usual commission to agents. The plaintiff Zillah Smith had no means of knowing and did not know what other business, if any, Telfer was engaged in. All the business as to this policy and payment of premiums thereon was transacted by her with Telfer as her agent. It is true that, in the absence of Telfer, one or more letters were written by Telfer's wife, but she acted for her husband and only for him, to accommodate the plaintiff Zillah Smith.

As late as the 17th June, 1911, Telfer received that year's premium, remitted to the defendants, and again was paid the agent's commission. If established that Telfer was the agent of the defendants in respect to collection of premiums, then the notice to him must be treated as notice to the defendants, and the defendants will be precluded from insisting on the forfeiture of the policy.

Wing v. Harvey, 5 DeG. M. & G. 265, seems expressly in point. In that case, a life policy was subject to a condition making it void if the assured went beyond the limits of Europe without a license. An assignee of the policy, on paying the premiums to a local agent of the assurance society, at the place where the assurance had been effected, informed him that the assured was resident in Canada. The agent stated that this would not avoid the policy, and received the premiums until the assured died; and it was held that the society were precluded from insisting on the forfeiture. Here the local agent at the place where the assurance was effected, after knowing that the deceased had engaged in employment on a railway, accepted the premiums. The defendants accepted the premiums; and these were regularly paid down to the time of the death of the assured. In the case cited, Lord Justice Knight Bruce said: "The directors taking the money were and are precluded from saying that they received it otherwise than for the purpose and in the faith for which and in which Mr. Wing expressly paid it."