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DECISIONS IN COMMERCIAL LAW.

PUDSEY V. MANUFACTURERS' ACCIDENT INS. CO.—A policy issued by the company in favor of P. contained a provision that it might be renewed from year to year on payment of the annual premium. One condition of the policy was that it was not to take effect until the premium was paid prior to any accident on account of which a claim should be made, and another that a renewal receipt, to be valid, must be printed in office form, signed by the managing director, and countersigned by the agent. P. having been killed in a railway accident, payment on the policy was refused on the ground that it had expired and not been renewed. In an action by the widow for the insurance it was shown that the local agent of the company had requested P. to renew, and had received from him a promissory note for \$15, the premium being \$16, which the father of the assured swore the agent agreed to take for the balance of the premium, after being paid the remainder in cash. He also swore that the agent gave P. a paper purporting to be a receipt, and gave secondary evidence of its contents. The agent's evidence was that while the note was taken for a portion of the premium, it was agreed between him and P. that there was to be no insurance until it was paid, and that he gave no renewal receipt, and was paid no cash. Some four years before this the agent, and all agents of the company, had received instructions from the head office not to take notes for premiums, as had been the practice heretofore. The note was never paid, but remained in possession of the agent, the company knowing nothing of it. The jury gave no general verdict, but found in answer to questions that a sum was paid in cash, and the note given and accepted as payment of the balance of the premium, and that the paper given to P. by the agent, as sworn to by P.'s father, was the ordinary renewal receipt of the company. The Supreme Court of Canada held, affirming the judgment of the Supreme Court of Nova Scotia, that the fair conclusion, from the evidence, was that; as the agent had been employed to complete the contract, and had been entrusted with the renewal receipt, P. might fairly expect that he was authorized to take a premium note, having no knowledge of any limitation of his authority, and the policy not forbidding it, and that, notwithstanding there was no general verdict, and the specific question had not been passed upon by the jury, such inference could be drawn by the Court according to the practice in Nova Scotia. Held, further, that there was evidence upon which it could be found that the transaction amounted to payment of the premium, and it was to be assumed that the act was in the scope of the agent's employment. The fact that the agent was disobeying instructions did not prevent the inference, though it might be considered in determining whether or not such inference should be drawn; and a new trial should not be granted to enable the company to corroborate the testimony of the agent that he had no renewal receipt in his possession except one produced at the trial, as the company might have supposed that the plaintiff would seek to show that such receipt had been obtained, and were not taken by surprise.

Two alleged "green goods" operators were arrested last week at Stratford, charged with having done a Listowel man out of \$100. They gave him a box supposed to contain \$500 in green goods, for the sum of \$100 in hard cash. As usual, the box turned out to be empty. When arrested one of the prisoners had \$50 on his person and the other \$30.

DAVID A. PENDER,

(Late of Foster & Pender)

Accountant, Auditor, Assignee,

28 Wellington St. East,
Toronto.

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DEPARTMENT OF THE

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IS OPERATED BY

W. Barclay Stephens,

Manager of the Company.

Under the laws of the Province of Quebec the Company cannot be appointed directly to trusts, such as assignees, etc. Therefore, Mr. Stephens will act on behalf of the Company in all such cases, the Company assuming all responsibility and reliability in regard to any trusts which may be placed in his hands.

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