than what the agent actually did. It was his duty to obtain proposals for assurances, and to send them to the company. It was his duty to get the form of proposal filled up and signed by the proposer, and to see that this was done correctly. Then he goes to a man who has obviously only one eye—he knows that he has only one eye—and he induces him to sign a proposal. The agent fills up the blanks in the proposal in his own handwriting, and it is sent in to the company. In the margin of the form is printed this note: "If not strictly applicable, particulars of any deviations must be given at back," which must mean that if the printed statements in the form are not strictly applicable to the particular case, the respects in which they are not so are to be stated on the back of the proposal. If Quin had performed his duty to the company, who would have written at the back of the proposals the "deviations" in the case of Bawden? I think it was Quin's duty to do this, and to point out to Bawden that without it the form would not be properly filled up. So far as we know, Quin did not convey to the company his knowledge of the fact that Bawden had only one eye; and it is argued, that the policy having been entered into by the company, and the premiums paid to them for some time, the policy is either void, or the company are only liable for a partial disablement of the accused. How is it possible for us to say that the knowledge of Quin is not to be imputed to the company? That knowledge was obtained by him when he was acting within the scope of his authority, and it must be imputed to the company. This is an answer to the argument that the policy is to be treated as void, because the statements in the proposal are not accurate. In my opinion, the condition that the statements in the proposal are to form the basis of the contract does not apply at all, because knowledge is to be imputed to the company of the fact that Bawden had only one eye.

Then it is said that the plaintiff can recover only for partial, not for total, permanent disablement. But, treating the company as knowing that Bawden had only one eye, how ought the policy to be construed? The material words are, "complete and irrecoverable loss of sight in both eyes;" and in my opinion, they ought to be construed as meaning that the company are to pay £500 in case the assured completely loses his sight by means of an accident. This is what has happened in the present case, and therefore, in my opinion, the plaintiff is entitled to recover £500.

Application refused.