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No. 20.

COURT OF APPEAL.

FEBRUARY 2ND, 1911.

SKINNER v. CROWN LIFE INSURANCE CO.

Contract—Modifications—Authority of General Manager of Insurance Company—Contract with Agent—Commission on Renewal Premiums—Continuance beyond Lifetime of Agent—Acceptance of Services.

Appeal by the defendants from the judgment of RIDDELL, J., 1 O.W.N. 921, in favour of the plaintiff, the executrix of the late Robert B. Skinner, in an action to recover moneys alleged to be due to the deceased or his estate under a contract with the defendants.

The appeal was heard by MOSS, C.J.O., GARROW, MACLAREN, MEREDITH, and MAGEE, JJ.A.

F. E. Hodgins, K.C., for the defendants.

C. Miller, for the plaintiff.

The judgment of the Court was delivered by MEREDITH, J.A.:—The learned trial Judge, in my opinion, came to a right conclusion in this case.

It seems to me to be quite plain that, upon the proper interpretation of the letters "modifying the contract," the agent's right to commission upon the premiums paid to the company on policies procured by him should continue as long as they were paid: and the correspondence respecting such modification plainly and expressly shews that such was the purpose of the "modification:" and there is nothing very startling, or even extraordinary, in such an agreement, in the multitude of insurance companies and the great strife for business between them. By the agent's death the company lost nothing directly in respect of these policies: if he had lived, and continued in the agency, nothing directly, and possibly nothing indirectly, would have