

ent total disablement. Quin, being the agent of the company to negotiate and settle the terms of the proposal, did so with a one-eyed man. The company accepted the proposal, knowing through their agent that it was made by a one-eyed man, and they issued to him a policy which is binding upon them, as made with a one-eyed man, that they would pay him £500 if he by accident totally lost his sight, *i. e.*, the sight of the only eye he had. In my opinion the plaintiff is entitled to recover £500 for the total loss of sight by the assured as the direct effect of the accident.

LINDLEY, L. J. I am of the same opinion. The case turns mainly upon the position of Quin. What do we know about him? The company have given us no information about the terms of his agency. In the printed form of proposal he is described as the agent of the company for Whitehaven, and it is admitted that he was their agent for the purpose of obtaining proposals. What does that mean? It implies that he sees the person who makes the proposal. He was the person deputed by the company to receive the proposal, and to put it into shape. He obtains a proposal from a man who is obviously blind in one eye, and Quin sees this. This man cannot read or write, except that he can sign his name, and Quin knows this. Are we to be told that Quin's knowledge is not the knowledge of the company? Are they to be allowed to throw over Quin? In my opinion, the company are bound by Quin's knowledge, and they are really attempting to throw upon the assured the consequences of Quin's breach of duty to them in not telling them that the assured had only one eye. The policy must, in my opinion, be treated as if it contained a recital that the assured was a one-eyed man. The £500 is to be payable in case of the "complete and irrecoverable loss of sight in both eyes" by the assured. If the assured has only one eye to be injured, this must mean the total loss of sight. Within the true meaning of the policy, as applicable to a one-eyed man, I think the plaintiff is entitled to recover £500.

KAY, L. J. I agree. The defendants are a limited joint-stock company, and the principal question is whether the knowledge of their agent is to be imputed to them. I am clearly of opinion that it is. The agent, when he obtained the proposal, knew that this man had only one eye. It appears on the face of the proposal that Quin was the agent of the company for the Whitehaven district. What was he agent for? The company have given no evidence about this, but we cannot have better evidence