

depth for the purpose of sinking the shaft. The defendants might have used centrifugal pumps, which would have made less noise, but they were less convenient, mainly on account of the difficulty of lowering and lengthening them, and were not the pumps ordinarily used in sinking shafts. Early in October, 1890, very shortly after the commencement of the works, the plaintiff remonstrated with the defendants as to the noise occasioned by the pumping, and on October 20 he commenced this action and gave notice of motion for an injunction. On October 22 the defendants gave notice of their intention to substitute centrifugal pumps for the lift pumps then in use, and this was done on October 28, and the motion stood over generally. It was admitted that the centrifugal pumps did not cause the plaintiff any serious inconvenience.

WILLIAMS, J., held that the liability of the defendant company, acting within their statutory powers was the same as that of an ordinary landowner who required to carry on pumping operations on his land for any lawful purpose. A considerable amount of temporary annoyance might be occasioned which would not amount to a nuisance in law. The defendants, in the exercise of their statutory powers, were permitted to do everything that was reasonably necessary for the execution of the statutory works, they had been guilty of no negligence, and were not liable to an action for nuisance. *Fenwick v. The East London Railway Company*, L. R. 20 Eq. 544, distinguished.

FIRE INSURANCE.

(By the late Mr. Justice Mackay.)

[Registered in accordance with the Copyright Act.]

[Continued from p. 192.]

CHAPTER XV.

OF AGENTS.

§ 297. Powers of agents of insurer generally.

Upon the payment of a deposit at the head office or to the respective agents, the offices usually hold themselves liable for any loss by fire which may take place between the payment of the deposit and the making out the policy; and the slip or memorandum of

agreement usually delivered at the time of applying to insure, specifies the heads of the contract afterwards to be carried into effect. The powers of the agents, however, differ according to the rules of the different offices.

In general the agents are restricted from definitely undertaking that a policy shall be granted where large amounts are to be insured, or circumstances of doubt or difficulty are involved; and where the agents are not authorized to bind the company, the slip or memorandum should be accompanied with a proviso to that effect.

Where no special regulations are made, the general rules of principal and agent will apply. *Acey v. Fernie*, 7 M. & W.

The power of an agent of an insurer to bind his principal does not depend so much upon the actual authority conferred upon him as upon the authority which the public, and those who deal with him, would be justified by his acts, and those of his principals, in presuming he possessed.

Thus, if an insurance company furnishes an agent with blank policies duly signed by the proper officers, he will be considered a general agent of the company, and they will be bound by all policies he may issue to persons dealing with him in good faith, though in issuing them he violates his instructions from the company. *Lightbody v. North Am. Ins. Co.*, 23 Wend. 18.

So also, if insurers authorize an agent to receive applications for insurance, fix the rates and receive the premiums, and to give a receipt therefor in their name, specifying the risk and its duration, and it further appears that they are in the habit of transmitting to him, for delivery to the assured, policies executed in conformity to the receipts, those who apply to him for insurance will have a right to infer from these facts that the payment of the premiums to him binds the contract as much as if it were paid at the office of the insurers. *Perkins v. Washington Ins. Co.*, 4 Cowen 645. Duer, vol. ii, p. 350, does not approve of the reversal of Kent's judgment by the New York Court of Errors in *Perkins v. Washington Ins. Co.*

The agent's concealments (to facilitate the principal) cannot avail. If the agent con-