the action, as the amount of the claim to secure which the assignment was given is considerably less than the amount of the policies assigned. That the plaintiff has an interest in the subject matter of the action is most manifest—and the Union Bank not asserting any claim adverse to the plaintiff, but lying by and allowing him to bring and proceed with the action as sole plaintiff, I do not think that the defendants could take advantage of the assignment. It was, of course, right that the bank should be made a party, that the rights of all interested might be protected.

Some minor defences are to be now considered.

The defence of the Equity Fire Insurance Company as to subsequent insurance is based upon the following facts. On 3rd August the plaintiff made an application to the Equity company for a further insurance of $1,000 upon the same building, and received an interim receipt, No. 10166. No policy was actually sent, but the interim receipt was not cancelled, and, therefore, the company held the plaintiff insured for the further sum of $1,000 during the currency of this interim receipt, i.e., at least 30 days from 3rd August, viz., to 2nd September. Some correspondence is put in between the company and their agent, shewing a willingness on the part of the company to take the risk at a premium of 3 per cent. I do not think the reason is material: at all events on 3rd September the plaintiff, instead of taking the Equity company's policy, took out insurance in the Atlas Assurance Company for the same amount, in substitution for the insurance under receipt No. 10166, and through the same agent. It is admitted that the Atlas is a company of the highest standing, and no exception can be taken to it in any way. The agent at New Liskeard, being the agent for both the Atlas and Equity companies, sent into the Equity head office at once a letter (not dated, but received in Toronto 5th September), and the interim receipt, with an intimation that it was not wanted. The fire took place, as I have said, on 4th September, 1905. If the plaintiff had, immediately after receiving his interim receipt from the Atlas, sent word to the Equity, it is possible that that company might have received the letter before the fire actually took place—but no time could be lost.

The Equity company now say that this is subsequent insurance to which they did not assent, and therefore the policy is void by the 8th statutory condition, which provides that "the company is not liable for loss . . . if any