

should be substituted for the judgment which has been directed to be entered a judgment dismissing the action, the whole with costs.

MAGEE, J.A., concurred.

HODGINS, J.A., agreed in the result, for reasons stated in writing.

GARROW, J.A., dissented, for reasons stated in writing.

*Appeal allowed; GARROW, J.A., dissenting.*

MARCH 15TH, 1915.

\*ANTISEPTIC BEDDING CO. v. GUROFSKI.

*Principal and Agent—Insurance Broker—Fire Insurances Obtained for Principal—Payment of Amount of Premiums to Agent—Course of Dealing between Broker and Insurance Companies — Acceptance of Broker as Debtor—Res inter Alios—Validity of Policies.*

Appeal by the plaintiff company from the judgment of MIDDLETON, J., 7 O.W.N. 95, dismissing an action brought to recover from the defendant the amount of loss sustained by the plaintiff company by reason of the destruction of its property by fire. The plaintiff company alleged that the defendant was employed by it as an insurance agent or broker to place insurance upon its property, and that, by reason of the breach of his duty, the insurance contracts obtained from four out of five companies with whom insurances were effected were not valid or binding upon the insurance companies, and the plaintiff company was not compensated for its loss. MIDDLETON, J., was of opinion that the defendant had been guilty of no default.

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

F. Arnoldi, K.C., and W. A. Proudfoot, for the appellant company.

C. A. Moss, for the defendant, respondent.

MEREDITH, C.J.O. (after setting out the facts and stating that he agreed with the findings of fact of the trial Judge ex-