contention of the defendants was, that they were not liable; and, if they were, that they were entitled to indemnity over against their agent, who was brought in as a third party. The two issues, as to the liability of the defendants, and as to the agent's liability to indemnify the defendants, were tried together. RIDDELL, J., said that the Westport company applied for insurance; and, had the insurance issued to them, they would have been trustees for the plaintiff: Greer v. Citizens Insurance Co., 5 A.R. 596. Both the persons effecting the insurance and the person actually named as the person insured were notified that the insurance was effected; so were the company insuring; the money was paid; it made no difference that the insurance money was made payable to the plaintiff's mortgagee; and she had, since the fire, made an assignment to the plaintiff; it signified nothing that the interim receipt did not actually leave the agent's custody—he held it as solicitor for the plaintiff or his mortgagee. It was clear that the insurance continued under the receipt, and that it could come to an end only (1) by the efflux of the 12 months, or (2) by notification of the head office's adverse determination, or (3) by consent, or (4) by the statutory mode. The case was even stronger against the company than Coulter v. Equity Fire Insurance Co., 7 O.L.R. 180, 9 O.L.R. 35. With the internal arrangements and regulations of the insurance company, the insured had nothing to do—the "policy" had been issued, and it would have been a fraud for the agent to have cancelled or destroyed it. It was urged that the insurance was expressly "subject to approval at the head office," and this approval never was obtained; but this contention lost sight of the express provision that the plaintiff "is insured until the determination of the head office is notified." Judgment for the plaintiff, for the amount sued for and costs. As to the third party, the agent, he was guilty of inexcusable negligence towards his principals, but it could not be found that any damage had accrued from this negligence. The learned Judge did not believe that, had the agent made the fullest disclosure of all the facts of the case, the defendants would either have cancelled the insurance or reinsured. This conclusion the learned Judge arrived at from having seen the witnesses and heard their evidence given in the witness-box. Claim for indemnity dismissed, but without costs. J. L. Whiting, K.C., for the plaintiff and third party. F. E. Hodgins, K.C., for the defendants.