in the County Court under sub-sec. 13 of sec. 23 of the County Courts Act.

I am also of opinion that the County Court would have no jurisdiction by reason of the statement of defence, in paragraph 4 of which it is alleged that the lands were subject to a mortgage under which $200 per annum was payable to one Jane Scealey during her life, and that defendant Reece had paid in all upon the mortgage $1,600 to Jane Scealey, and claimed to be subrogated to the rights of the latter . . ; and in paragraph 10 defendant Payne alleged that he was the bona fide purchaser for value of the timber bought by him, with no notice of plaintiffs' adverse claim.

I think that the effect of these defences is to raise the question of title to an interest in land of a greater value than $200, and therefore the action would not be maintainable in a County Court by virtue of sub-sec. 1 of sec. 22 of the Act.

. . .

Appeal dismissed with costs.

IDINGTON, J.   DECEMBER 12TH, 1904.

TRIAL.

COLEMAN v. ECONOMICAL MUTUAL FIRE INS. CO.

Fire Insurance—Interim Receipt—Immaterial Variation in Policy — Prior Insurance not Assented to — Insurance in Plaintiff's Name—Mortgagee—Agent—Ratification.

Action to recover $2,000 upon a policy of insurance issued by defendants insuring a house in Toronto against fire.

A. J. Russell Snow, for plaintiff.

William Davidson, for defendants.

IDINGTON, J.—Plaintiff sues upon a policy of fire insurance dated 10th February, 1902, which was issued in pursuance of an interim receipt dated 28th January, 1902, providing for an insurance to the extent of $2,000, subject to the terms and conditions contained in the policies of the company issued at the date of the receipt.

The policy sued upon, being the only one issued, was delivered to plaintiff about a month later. It differs somewhat from the form put in evidence as that used on the date in question, but in no resepct as to the condition which raises the issue here. I think all that can be said in regard to the departure from the form then in use is, that it was an obvious