till payment was actually made, and therefore the plaintiff was not entitled to be indemnified till he had actually paid the money; whilst in another case, where the contract was to indemnify against all claims, it was taken that the breach of contract arose as soon as a claim was made against which the person had a right to be indemnified. I shall refer to those cases presently, and now only mention them to show that I am not taking merely hypercritical objections but matters that are substantial, if the Court has to consider whether the plaintiff is entitled to a decree, and what decree. Well, then, I do not know whether I did mention it or not, but this promise, whatever it was, that the plaintiff said Henderson made to him is distinctly denied by Mr. Henderson, and is entirely opposed to the evidence of Mr. Ritchie and Mr. Henderson as to what the actual arrangement was. Then, the plaintiff falls back on the implied undertaking to indemnify arising from the employment of the plaintiff as agent. As regards that, I submit that the undertaking to be implied from the employment of a person as agent is merely what we have admitted already as arising from the employment. I put it this way: If I say to a person, "Go and buy me a piece of land," a flock of sheep, or anything else, and he does so, I am bound to indemnify him against all acts done by him in pursuance of the authority conferred upon him, and to repay him all the moneys which he may have paid on my account. That is the contract arising from the employment of a person—namely, an undertaking to indemnify him against the consequences of all acts done in pursuance of the authority conferred upon him, and to repay him all the moneys which he may have paid on account. If Mr. Scott's account of the matter is taken, then there can be no implied, because there is an express, contract, which would certainly do away with an implied one. The plaintiff would not be in a position to say that the company, or anybody else, agreed to indemnify him against So-and-so and So-and-so, and to rely upon an implied authority as well. The implied authority can only arise if there is no express agreement. An implied authority can only arise, then, if the Court takes the evidence of Mr. Ritchie and Mr. Henderson and rejects the evidence of Mr. Scott; and in that case there can be no indemnity, because the circumstances as detailed by Ritchie and Henderson entirely dispose of the question of there being any indemnity at all, for they dispose of agency. I do not know whether I have made myself clear. What I mean to say is that it can only be on Mr. Scott's testimony that there is any express indemnity, because it is denied by Mr. Ritchie and Mr. Henderson. If Mr. Scott is to be considered as expressly indemnified, then he is only to be indemnified as against what he says his contract of indemnity was. If Mr. Scott's evidence is set aside, and the evidence of Mr. Ritchie and Mr. Henderson is taken, then the circumstances which they relate as being the circumstances under which Scott purchased are such as to disprove altogether the fact of there being agency at all, and to do away with any question of implied indemnity; but, even if indemnity is to be implied from the facts, then, I submit, that the indemnity to be implied is nothing approaching what the plaintiff claims in the prayer of his statement of claim. He claims, "That they be ordered to pay him the amount of the expenses in connection with the said arrest; his obtaining bail, and his release, and the legal and other expenses of the persons whom he procured to become bail; that an account be taken of all the other expenses, and that the defendants be ordered to pay the same; that the defendants be decreed to relieve him of the said license, and indemnify him against all future liabilities in respect thereof, and that they be ordered to find sufficient security to effect such indemnity." Now, as regards that, I submit that there is no authority whatever for the Court granting the relief prayed for in the statement of claim. It is shown that the defendant deliberately took this lease in his own name. He is bound to continue it in his own name, and cannot ask to be relieved of it, or be indemnified against future liabilities in respect of it, or to be secured against such liabilities, unless the agreement was that that should be done; and there is no allegation in the statement of claim that it should be done, or any evidence of such an agreement. There is a case of Lloyd against Dimack (Law Reports, 7 Chancery Division, page 398) which throws some light upon the subject. The marginal note is this: "Where two of five defendants jointly and severally liable to the plaintiff had become bankrupt: Held, That action might proceed against the other three defendants without bringing the trustees in bankruptcy of the two bankrupt defendants before the Court, or giving them notice of the proceedings. In a suit by the assignors of a lease claiming for his assignee indemnity in respect of breaches of covenants in that lease, the Court will direct merely payment on account of breaches of covenant already committed, and will not make a general declaration of the assignor's right to indemnity, giving liberty to apply from time to time in case of future breach." Ranclaugh *v.* Hayes was disapproved of, and the rule laid down as stated. In the judgment is the following: "The next question is whether I can give judgment in the form asked for by the plaintiff's counsel, declaring that the defendants are bound to indemnify according to the terms of the deed, and giving liberty to apply from time to time as breaches of the indemnity may occur. Now, in the first place, it will be observed that such a judgment would be highly inconvenient, because some of the leases are for long terms of years, and I should be giving a judgment which would require from time to time the interference of the Court over the whole residue of the term of ninety-nine years, beginning in 1860. I think such a form of judgment would be highly inconvenient. In the next place, I am not aware that, with the single exception of the case of Ranclaugh *v.* Hayes, any authority can be produced for a judgment of that description. That is a case which, I believe, has never been actually followed. It has been cited over and over again, but the industry and learning of the counsel for the plaintiff have not enabled them to produce a single case in which a decree has been made declaring the right to indemnity, and giving liberty to apply from time to time. Therefore, upon the ground of the great inconvenience of such a judgment, and looking at the fact that no such decree can be produced from the time of Ranclaugh *v.* Hayes down to the present time, and looking at the not very clear report of that case and the difficulty of ascertaining the exact circumstances, and especially what was the duration of the liability in respect of which that indemnity was declared, I feel myself bound to say that I cannot make such a declaration or