clined the security as not being satisfactory, and they cite Rules IX. and X. in support of this pretension. They deny having acquiesced, and say that the cheque which they got was for arrears due by respondent, that this transaction had nothing to do with the appropriation, that defendants had nothing to do with the condition on the cheque, and that if plaintiff has anybody to complain of in the matter it is the Bank, and that the Society has only got its due.

I think appellants are perfectly right in the reading given to Rules IX. and X., and that the security must be to the satisfaction of the Board as well as of the valuator; but I think appellants push this too far in saying that the Board is not obliged to render an account of the exercise of its discretion. Courts will doubtless be very slow to interfere with the exercise of the discretion of a Board in valuing anything so variable as real property in a great town, where fashion, and a variety of causes more or less difficult to appreciate, are constantly in operation; but in this case the Board has offered an excuse for its conduct which is not a good one. They do not wish, they say, to increase their risks in the part of the town where plaintiff's property is situated. But the rules distinctly state that all property in Montreal is available as security, if sufficient. To strike out a certain portion of the territory circumscribed by the rules, and to say no amount of this property will be sufficient, is to subvert the basis on which the association is framed. Again, I cannot think the Society was justified in using the cheque which, on the face of it, appeared to be given on the understanding that the appropriation would be carried out. By doing so, I think they give the plaintiff some right to say that they had given him an assurance that the appropriation would be made. It is not a question solely between the plaintiff and the Bank. But it is not on this point, I think, the case should turn. What we have before us is a right acquired, subject to the approval of a Board. The refusal to approve must be a reasonable objection, and in this case I think the excuse put forward is not only unreasonable, but is a violation of the understanding among the subscribers. The judgment is, therefore, confirmed.

TESSIER, J., transmitted a dissent in writing.

Judgment confirmed.

D. R. McCord for appellants.

John L. Morris for respondent.

CHRISTIN (plff. in warranty below), Appellant, and VALOIS et al. (defts. in warranty below), Respondents.

Commencement de Preuve—Division of aveu.

The judgment appealed from was rendered by the Superior Court, Montreal, Johnson, J. (See 2 Legal News, p. 27.)

RAMSAY, J., (*diss.*) The Union Navigation Company sued the appellant for the sum of $1,448.04, balance due by him on a subscription of $2,000 of stock. There is no question as to the validity of the demand; but the appellant alleges that he was induced to subscribe this stock on the representations of three of the Directors—Valois, Leduc and Charlebois—that payment would be taken of his calls in the merchandise in which he (appellant) deals, and he therefore calls them in as his *garants* to protect him from the demand of the Company for money, and he offers to continue to supply merchandise. The three defendants *en garantie*, examined as witnesses, denied in general terms that they had rendered themselves liable on an undertaking that the plaintiff *en garantie* should pay in merchandise, or that they had assured him that merchandise would be taken; but they all admit there was a conversation to the effect that probably he would not have to pay. Mr. Valois says:—"Nous lui avons dit, pour le mettre à l'aise, que nous n'avions pas besoin d'argent immédiatement, que rendu au printemps, à l'ouverture de la navigation, nous prendrions de lui tous les effets que la compagnie avait besoin dans sa branche de commerce, en accompte sur ses parts. M. Christin a consenti à la chose, *je pense bien* qu'il avait dans le moment l'espérance de tout payer en effets, mais nous ne pouvions pas garantir à M. Christin que la compagnie prendrait tout ce montant-là en effets, parce que nous ne voulions pas nous rendre personnellement responsables vis-à-vis de lui de prendre ces effets là pour le montant des $2,000.

"Q.—Vous n'avez pas promis que la compagnie le ferait?

R.—Nous avons promis que tant que la compagnie marcherait, qu'elle prendrait tout le