custody, and a day or two afterwards, upon a bond being given, the seizure was withdrawn.

Held, reversing the judgment of the Common Pleas, that this was not a seizure or taking into possession within the meaning of the condition; an actual and not merely a technical custody and possession being required to establish a breach thereof.

Appeal allowed.

Q. B.] [Sept. 7.

MADDEN v. COX ET AL.

Bill of exchange—Drawn on President—Personal liability.

By section 5 of 16 Vic. c. 241, power was given the Midland Railway Company to become parties to bills and notes, and it provided that any bill accepted by the president with the countersignature of the secretary, or any two of the directors, and under the authority of a majority of a quorum of the directors, should be binding on the company, and every bill accepted by the president as such, with such countersignature, shall be presumed to have been properly accepted for the company until the contrary be shown: that the seal shall be unnecessary, nor shall the president, &c., so accepting any bill, be individually liable.

A bill of exchange addressed "To the President, Midland Railway," was accepted in these words: "For the Midland Railway of Canada; accepted, H. Read, Secretary; Geo. A. Cox, President."

Held, per BURTON, J. A. and OSLER, J., affirming the judgment of the Court below, that the defendant Cox (who was admitted to be the president) was personally liable.

Per PATTERSON and MORRISON, JJ. A., that the defendant Cox was not so liable.

J. K. Kerr, Q.C., for the appellant.

C. Robinson, Q.C., for the respondent.

Q. B.] [Sept. 7.

MCINTYRE v. NATIONAL INSURANCE COMPANY.

Insurance—Statutory conditions—Pleading.

Held, affirming the judgment of the Queen's Bench, and following *Parsons* v. *The Citizens' Insurance Company*, that the policy must be read as containing no conditions binding on the assured.

Held, also, that there had been no breach of the condition.

J. K. Kerr, Q.C., for the appellant.

McMahon, Q.C., for the respondents.

Appeal dismissed.

Q. B.] [Sept. 7.

COSGRAVE v. BOYLE.

Promissory note—Death of indorser—Notice of dishonour.

The plaintiffs discounted a note endorsed to them by S. at a bank. S. subsequently died, leaving the defendant his executor, who proved the will before the note matured. The bank, who were not aware of the death of S., protested note for non-payment, and addressed notice of dishonour to S. at the place where the note was dated, as no other address had been given by S. The plaintiffs knew of the death of S. and three days before the maturity of the note, wrote to S's son, calling his attention to it.

Held, per BURTON and PATTERSON, J.J.A., that even if the notice was sufficient so far as the bank was concerned it did not enure to the plaintiffs' benefit.

Per MORRISON, J.A., and GALT, J., that the notice given by the bank was sufficient, and the plaintiffs were entitled to rely on it.

Robinson, Q.C., and *O'Sullivan*, for appellant.

McMichael, Q.C., for respondent.

C.C. Middlesex.] [Sept. 7.

HODGINS v. JOHNSTON.

Chattel mortgage—Subsequent purchasers—R.S.O. c. 119, sec. 10.

Held, affirming the judgment of the County Court, that the subsequent purchasers or mortgagees mentioned in the 10th section of the R.S.O. c. 119, are those who acquire rights after the expiration of a year from the time of filing.

Meredith, Q.C., for the appellant.

Kerr, Q.C., for the respondent.

Appeal dismissed.