

under this policy for loss by fire, and nominated any officer of the bank their attorney to sign all necessary papers to secure to the bank the payment of the loss under the policy. The Crown Bank, now amalgamated into the Northern Crown Bank, were, at the date of the policies and at the date of the fire and down to the trial, creditors of the plaintiffs for more than the amount payable by the Traders company. No reference was made in the pleadings by either party to the interest of the Crown Bank. The plaintiffs' statements of claim alleged that the defendants by their policies agreed to insure and did insure the plaintiffs. The defendants denied that such were their policies. At the trial, on the production of the Traders company's policy, and on the cross-examination of the plaintiffs' president and his admissions of the assignment referred to, the interest of the Crown Bank appeared. When withdrawing their pleas of fraud and misrepresentation and other pleas, as already mentioned, the defendants stipulated that the Crown Bank should be a party to the actions so as to be bound by the result, and the plaintiffs' counsel then undertook to have the bank joined as co-plaintiffs. It subsequently appeared that, for some reason, they were unable to obtain the consent of the bank to become co-plaintiffs or to arrive at an agreement that the bank should be added as defendants without due process, and the question of the necessity of the bank being a party to either action was discussed by counsel. The plaintiffs and the bank having since arranged matters, counsel to-day appears for the bank and consents to their being added as defendants in each action, and submits their interest under the policies and the assignment to the Court, and I have directed them to be so added. The defendants do not waive their objections that the plaintiffs had no right of action.

As to the Traders company, the plaintiffs are the parties with whom the contract was made, and, not having assigned it, are the parties to sue upon it, although by it the money was payable to the bank.

As to the British America Co., the assignment to the bank of the "benefit in and to the moneys due" is practically the same as the assignment to the bank of "all moneys due," which was in question in *Hughes v. Pump House Co.*, [1902] 2 K. B. 190, where it was held that the action was not properly brought by the assignors, and, per Mathew, L.J.,