The plaintiff's bankers, the Union Bank of Canada, pressing him for security, he, on the 15th November, 1906, assigned to that bank all his "right, title, and interest in or to any money which is or may become payable to him under and by virtue of the following policies of insurance, namely" (setting out these insurance policies and others), and authorized "the said bank to give a good discharge to the said insurance companies." No notice of this assignment was ever given to the insurance companies, and the insurance companies had no knowledge of it until long after the commencement of the action—indeed, counsel for the Equity Fire Insurance Company said that they knew nothing of it till the fact came out at the trial.

The J. J. McLaughlin Company (Limited) had furnished the plaintiff with a fountain, upon which it appears they thought they had a lien—I find as a fact that they had not; they also had an account against the plaintiff to a considerable amount, and desired a settlement. The plaintiff came to the office of the solicitor for the J. J. McLaughlin Company, and informed the solicitor that he had already made an assignment to the Union Bank. He, however, agreed to assign, and did assign, to the company the policy in the Standard, but expressly on the condition that the Union Bank would relinquish their claim. This the Union Bank would not do, and will not do. This assignment then, which was made about 20th November, 1906, is a mere nullity. The solicitor swore that without the knowledge of the plaintiff an arrangement has been made with the Standard Mutual Fire Insurance Company that they should pay his clients $500 in full; and then, the solicitor says, his clients are to credit the full amount of $1,000 to the plaintiff. I need not say that this arrangement was expressed by the Standard Mutual Fire Insurance Company to be without any acknowledgment of liability, and for the sake of peace—such arrangements always are. This arrangement being quite irrespective of the result of this action, it is pleasing to know that the plaintiff will benefit by his insurance in the Standard Company, no matter what may be the decision here. The question of the McLaughlin assignment belongs in reality only to the Standard case, but it is convenient to mention it here.

The plaintiff, being unable to get his insurance money, brought these actions, and they came before me at the North Bay Assizes. I struck out the jury notices, and tried