

When this kind of stock was bought for either plaintiff, a sufficient amount of scrip was placed, probably with other of the same mine, in an envelope; sufficient of the scrip was always held on hand to give every customer the amount held by him. When stock was bought, generally, if not always, in the books of the defendants, certificates of a particular number, or particular numbers, were entered, with the name of a purchaser adjoining. This was mere bookkeeping; the customer was not notified and no attention was paid to keeping the particular certificate or certificates for the particular customer or any customer. When the time came, if it ever came, for the customer to get his stock, it would be by the merest chance that the particular certificate which had been entered near to his name in the books, went out to him. It is admitted by the defendants that they did not keep any particular certificate for the plaintiffs, but sold those which had been first designated with their names in the books.

The plaintiffs contend that this dealing was a conversion; but I do not think so. They quite understood that the stock had to be in such a shape as that it could be delivered on a sale at a moment's notice; they did not know that any particular certificate had been allotted to them; they made no request for any particular certificate—and, until something more was done than was done, I do not think that any particular certificate was theirs, even though they had paid out and out for some stock: *Le Croy v. Eastman*, 10 Mod. 499; *Dos Passos*, 2nd ed., pp. 255, sq. With some hesitation, I think, I must hold, also, that the dealings of the two sisters were of such a character that transferring stock certificates to one of them, Kate, in such a form as that they could be easily divided between the two sisters, was a sufficient compliance with the duty of the brokers. The trouble has arisen from the fact that stocks bought for them went down in price—the evidence of the plaintiffs, while I do not think it perjured, is not to be relied on at any point.

Taking now the several actions: (1) *Kate Long v. McCausland*, in the County Court, for \$192.50. This sum went with a sum of \$192.50 contributed by Georgina, to buy 500 Otisse and 500 Gifford, which were delivered to Kate September 1st, 1911. This action must be dismissed. (2) *Kate Long v. Smiley & Co.*, in the County Court. The