

interest was not mentioned and the note was not annexed thereto nor registered with the bill of sale.

*Held, per Davies, Idington, Duff and Brodeur, JJ.*, that the recitals stated the consideration in a manner which substantially conformed to the requirements of section 19 of the Bills of Sale Act, R.S.B.C., 1911, ch. 20, and the omission to annex the note to the instrument as registered was, in this regard, immaterial. *Credit Co. v. Pott*, 6 Q.B.D. 295, followed.

*Per Duff, Anglin and Brodeur, JJ. (Idington, J., contra).*—As the assurance was embodied in two documents, the bill of sale and the note, and one of these documents, the note, was not registered as required by sec. 19 of the B.C. Bills of Sale Act, the absence of a complete statement of the terms of defeasance in the bill of sale rendered it void as a security to the bank. *Cochrane v. Matthews*, 10 Ch.D. 80n; *Ex parte Odell*, 10 Ch. D. 84; *Counsell v. London and Westminster Loan and Discount Co.*, 19 Q.B.D. 512; *Edwards v. Marcus* (1894), 1 Q.B. 587; and *Ex parte Collins*, 10 Ch. App. 367, referred to.

As part of the consideration of an agreement by which the bank acquired the office site and business of a trust company, the bank became responsible for the claims of persons who had deposited money with the company, and, to secure the bank in respect to this liability and form a fund to meet payments to depositors, the company gave the bank a promissory note for the amount of the deposits and assigned assets to the bank, which included, amongst other securities, the bill of sale above mentioned.

*Held, (Idington, J., contra)*, that the transaction was not a loan of money or an advance made by the bank in contravention of sec. 76, sub-sec. 2 (c), of the Bank Act, 3 & 4 Geo. V., c. 9, but a legitimate exercise of the powers conferred by the Act.

*Per Duff, J.*—If the transaction were to be considered as a loan subsidiary to the purchase of the company's assets by the bank, it would, nevertheless, be unobjectionable because it would be a loan upon the security of a corporation within the meaning of clause (c) of the first sub-section of sec. 76 of the Bank Act, and it is immaterial that security was given on the property of the corporation.

The judgment appealed from (22 D.L.R. 647) reversed, Fitzpatrick, C.J., and Davies, J., dissenting.

*J. W. deB. Farris*, for appellant. *G. F. Henderson*, K.C., for respondent.