

point of time to the title of A.J.C., and the action must be dismissed. As mortgagee, H. would no doubt have had the right to take possession of the crops as part of his security.

*Klein*, for the plaintiff.

*O'Connor* and *O'Connor*, for the defendant.

Full Court]

[March 18.

HORTON v. PROVINCIAL PROVIDENT INSTITUTION.

*Insurance—Certificate of membership—Default—Forfeiture—Waiver.*

Judgment of ROBERTSON, J., 16 O.R. 382, affirmed with costs.

*Mowat*, Q.C., and *Robertson*, for the defendants.

*Meredith*, Q.C., for the plaintiff.

BOYD, C.]

[March 26

HOBBS HARDWARE CO v. KITCHEN.

*Chattel mortgage—Advance of firm moneys—Mortgage taken to one partner.*

A. and B. were partners as money lending brokers, and were in the habit of lending firm moneys and taking securities therefor in the name of the individual partners, as each was willing to accept the security of the person seeking to borrow. An advance of firm moneys was made to C. on a chattel mortgage made to B., who made the affidavit of *bona fides*, and A. was the subscribing witness thereto. In an interpleader issue between creditors of C., who claimed under executions, and B., who claimed under the mortgage, in which, while it was admitted there was no fraud or *mala fides* in the transaction, it was contended that both members of the firm should be specified as mortgagees. It was

*Held*, that there was nothing illegal or misleading to the public in such an arrangement, and that creditors should not be allowed to take advantage of it to the detriment of an honest lender, that as partners are joint owners in law of the assets of the firm, there is no legal objection to a loan by one member from the moneys of the firm and the taking of the mortgage to himself; while in equity the security

is the property of the partnership, and the individual mortgagee would have to account for the moneys advanced, and judgment was given for the claimant for the mortgage.

*Gibbons*, Q.C., for the execution creditors.

*Hoyle*, for the mortgagee.

BOYD, C.]

[April 1.

RE STURGIS.

*Will—Attesting witness—Beneficiary.*

Appeal from rulings of Master at Brantford.

After a person named as a beneficiary in a will had signed her name as an attesting witness, it was discovered that she was the same person as was named as the beneficiary. Two other witnesses then signed the will with the consent of the testator, but the name of the first attesting witness was not erased.

*Held*, that nevertheless evidence was admissible to show the above circumstances, and the right of the beneficiary to take under the will was not defeated.

*W. H. Blake*, for defendants (appellants).

*E. T. English*, for plaintiffs.

BOYD, C.]

[April 1, 1889.

DOMINION BANK v. OLIVER.

*Bank Act—Mortgage—Renewal notes—Warehouse receipt—Negotiation.*

If a bank holding a mortgage as additional security for the payment of certain notes substitutes for these notes renewals from time to time, without, however, receiving actual payment, the whole series of notes and renewals form links in one and the same chain of liability, which is secured by the mortgage, although as a matter of bookkeeping, the bank may have treated the first notes and the subsequent substitutionary notes as paid by the application of the proceeds from time to time of the renewals.

The simple renewal of notes by a bank is not a "negotiation" within the meaning of s. 53, subs. 4, of the Bank Act, so as to validate a warehouse receipt taken as collateral security, no new advance being made, and no valuable consideration being given or surren-