tions were given to the defendant to place an insurance, to the extent of $2,500, upon the stock and $1,100 on the fixtures: $3,600 in all.

In pursuance of this arrangement, Gurofski made application and placed the insurance with five companies: The National Protector Insurance Company Limited, of Liverpool; The Security Mutual Fire Insurance Company, of Chatfield, Minnesota; The North American Mutual Fire Insurance Company, of Mansfield, Ohio; The Colonial Assurance Company, of Winnipeg; and the National Assurance Company, of Elizabeth, New Jersey.

The premiums upon these policies amounted in all to $110, and the plaintiffs paid this amount to Gurofski, partly in cash, partly by a note which was paid in due course, and partly by a refund of premiums, to which they were entitled upon the surrender of the earlier policies. The policies were all sent to Gurofski and by him handed over to the plaintiffs, who for some time assumed that everything was in a satisfactory position.

The policy of the Security Mutual bears date January 19th, 1913; the other four policies bear date December 16th, 1912.

The first intimation that the plaintiffs had concerning the policies was the receipt of two letters from the North American Mutual Life Insurance Company, dated March 18th, 1912. These were a circular letter, explaining the necessity for the making of a further call, and an assessment notice calling for payment of $3.12, being an assessment with respect to losses incurred long before the issue of the policy. Concerning this, some conversation is said to have taken place between Mr. Goodman, the more active member of the plaintiff's firm, and the defendant's brother, Joseph. Mr. Goodman saw the defendant, certainly on one occasion, that no attention be paid to this notice, as the assessment would be charged up to the defendant and attended to in due course. This conversation is emphatically denied by Mr. Joseph Gurofski; and I think that if there was any such conversation at all, it is clear that Mr. Joseph Gurofski could not, and would not, have undertaken any liability with reference to the premium. I am inclined to think that it was a mere chance remark upon the street, to which neither party at the time attached any importance whatever.