

estate, and with such an adviser the position of the assignee might be no better than if he himself continued to occupy the dual position of solicitor to the bank and assignee to the estate.

The material before me indicates that the bank are fully secured for the indebtedness of the insolvents to them. If this be so, the bank may deem it unnecessary to file a claim against the estate. See *In re Brampton Gas Co.*, 4 O. L. R. 509, 1 O. W. R. 543.

If the bank should settle the claim against the insurance companies so that the rights of the other creditors of the estate are prejudiced thereby, the creditors are not without remedy. Any surplus in the amount legally payable by the insurance companies would, after satisfying the bank's claim, be held by the bank as trustee for the assignee of the estate.

The defendant undertaking to change the solicitor for the estate as indicated, the motion will be enlarged to the trial. Costs to be in the cause to defendant unless otherwise ordered by the trial Judge.

Reference may be had to Story's Equity, sec. 1289; Cassels on Assignments, 3rd ed., p. 50.

DECEMBER 15TH, 1903.

DIVISIONAL COURT.

SASKATCHEWAN LAND AND HOMESTEAD CO. v.  
LEADLEY.

SASKATCHEWAN LAND AND HOMESTEAD CO. v.  
MOORE.

*Solicitor—Authority to Bring Action in Name of Company  
—Determination of Question—Dismissal of Action—  
Adding Shareholders as Parties.*

Appeals by the defendants from orders of MEREDITH, C. J., in Chambers, ante 1075, affirming orders of Master in Chambers, ante 944.

W. H. Blake, K.C., and A. J. Russell Snow, for appellants.

A. B. Cunningham, Kingston, for plaintiffs.

THE COURT (FALCONBRIDGE, C.J., STREET, J., MEREDITH, J.) dismissed the appeals with costs.