

WAREHOUSE RECEIPT.

Bank Act, ss. 64, 68, 74, 75—Assignment of goods under form in Schedule C to the Bank Act—Substitution of other goods for those described—Purchase for value without notice.]—One A, a wholesale purchaser and shipper of dead stock and the products thereof, obtained several advances of money from the defendants on the security of assignments of certain hog products in the form in Schedule C. to the Bank Act; and agreed with the manager of the Bank to ticket the goods so as to identify them, and not to sell the goods. He then set apart certain of the goods as belonging to the defendants, and placed tickets over them to indicate this, but afterwards he sold all these goods in the ordinary course of business and substituted other goods of a like character in their place, placing the same tickets upon them. Subsequently, the plaintiffs, as security for a then pre-existing debt due them from A, obtained an assignment of the same kind as the defendants had taken, covering *inter alia* 10,000 lbs. of bacon, but no appropriation of any particular bacon as hypothecated to the plaintiffs was made until about seven weeks later, when, at the instance of an officer of the plaintiffs, A set apart 10,000 lbs. of bacon out of the pile which had been appropriated to the defendants in the manner above described, and this quantity was ticketed with the name of the plaintiff Bank, the defendants' tickets being removed. Shortly afterwards A

absconded, and the defendants took possession of this 10,000 lbs. of bacon under their securities.

Held, that they were entitled to hold it against the plaintiffs.

Held also, that, notwithstanding the language of s. 75 of the Bank Act, a bank may take securities of the kind provided for by s. 74, even for pre-existing debts, as the general provisions of s. 68 should not be held to be restricted by the language of s. 75 so as to prevent it. *La Banque d' Hochelaga v. The Merchants Bank of Canada* 361

WAREHOUSEMAN.

Liability of.

See RAILWAY COMPANY, 1.

WARRANT OF COMMITMENT.

See CRIMINAL LAW, 2.

WARRANTY.

See MISREPRESENTATION, 2.

WARRANTY OF AUTHORITY.

See PARTIES TO ACTION.

WARRANTY OF TITLE.

See COVENANT.

See EVIDENCE, 1.