

Held, that his finding should not be disturbed.

Among the questions in the application was "On account of?" followed by a blank, the meaning being, "On whose account is the insurance to be made?"

Held, that an answer to the question was waived by the acceptance of the risk without the blank having been filled up.

The insurance effected by plaintiffs was \$3,200 on disbursements on SS. "Oakdene," at and from Halifax, the amount being intended to cover expenditures made in repairing the ship, which had come into Halifax in distress.

Held, that after the repairs were effected and the expenditures made there could be no legitimate objection to effecting additional insurance on the ship to the extent of the expenditure.

Held, following *British America Ass. Co. v. Law*, 21 S.C.R. 325, that plaintiffs were entitled to recover.

Held, also, following *Wilson v. Jones*, L.R. 2 Ex. 146, that reasonable certainty was all that was required in the designation of the subject matter of the insurance in the application.

W. A. Henry, for plaintiff.

Drysdale, Q.C., and *H. T. Jones*, for defendant.

• Full Court.]

[Jan. 12.

BANQUE DE HOCHELAGA v. MARITIME RAILWAY NEWS CO.

Bill of exchange—Defence that plaintiff is not legal holder—Order for final judgment under—O. 14, R. 1—Discretion of Chambers Judge on facts before him—Held properly exercised—Further affidavits read on argument—Defendant allowed opportunity on new facts shown to substantiate defence—Payment into court required—Costs.

Under O. 14, R. 1, where the defendant appears to a writ of summons specially indorsed under O. 3, R. 5, and the plaintiff on affidavit verifying the cause of action and stating that in his belief there is no defence to the action, applies for liberty to enter final judgment for the amount indorsed, with interest if any, etc., the Judge may, unless the defendant by affidavit or otherwise satisfies him that he has a good defence to the action on the merits, or discloses such facts as may be deemed sufficient to entitle him to defend, make an order empowering the plaintiff to enter judgment accordingly.

In this case the affidavit read on behalf of the defendant before the Chambers' Judge stated: "I have been informed by the agent of the Havana Cigar Co., by whom the bill of exchange sued on herein was drawn, and from such information I verily believe that the plaintiff herein is not and was not at the time this action was brought the holder of said bill of exchange."

Other than this no facts of any kind were stated and there was nothing to satisfy the Judge that the defendant should be entitled to defend. The Judge at Chambers having granted plaintiff the order applied for,

Held, that under these circumstances the question was entirely within the discretion of the Judge, and there was no reason for holding that such discretion had been wrongly exercised.