

My brother Riddell has found "that when any stock was ordered to be bought it was intended to be left in the hands of the brokers in a convenient form for immediate sale, and that the plaintiffs quite understood and assented to it. Stocks which were paying dividends were of course to be transferred into the name of the purchasers, but not others. When dividend-paying stock was bought, it was so transferred." He further finds that sufficient of the scrip was held on hand to give every customer the amount held by him. He finds further that the plaintiff and her sister, Kate Long, quite understood that the stock had to be in such shape as that it could be delivered on a sale at a moment's notice. He expressly gives credit to the defendants' witnesses, and states that he cannot rely upon the accuracy of the memory of the plaintiff and her sister as to what took place between them and the defendants.

The evidence supports the findings of the trial Judge. As to the 500 shares of Otisse and 500 shares of Gifford, taken in the name of Kate Long, the defendant McCausland points out that they could not obtain it in lots of 250 shares at the market-price, and it was, therefore, taken in the name of the plaintiff's sister, Kate Long, instead of 250 shares in the name of each.

He further states that it was with the consent of the plaintiff and her sister that the shares were left with the defendants, for safe-keeping; that they never asked for delivery until 1911, when similar shares of the same issue were delivered to them. He further states that from the time the first purchases were made for the plaintiffs to the time the stock was finally delivered to them, there never was a "single moment" that they did not have on hand a sufficient amount of stock to meet their demands, and the demands of other customers who had a similar kind of stock; that they were never hypothecated or pledged or used in any way for the defendants' benefit; that these shares of their various principals were put in an envelope endorsed with so many shares for each principal, and that they were never short of any of the shares.

The plaintiff's case then is reduced to what the defendants admit, namely, that the defendants did not keep any particular certificate for the plaintiff, but on making a sale delivered the scrip that first came to hand, and in this way handed out those certificates which had been designated by their numbers as having been bought for the plaintiff in the stock-book.