Vict. (Ont.) cap. 5), that the liquidator could sanction the continuance of any of their former powers even if such powers were not continued by any resolution passed at a general meeting. I must therefore hold that Mr. Mara was a duly qualified director, on the 21st April, 1882, when the disputed assessment was levied.

The qualification of Mr. C. H. Nelson, another director present at the meeting of 21st April, is also impeached. The facts of Mr. Nelson's position, as detailed in evidence, would appear to be as follows: He was a member of the firm of H. A. Nelson & Sons. At the date of his election to the Board (22nd February, 1881), the firm of H. A. Nelson & Sons had policies in existence in the company, one No. 4717, dated 2nd March, 1880, for $1,000 for one year; a second, No. 5455, dated June 28, 1880, for $1,000 for one year; and on the 25th May, 1881, Mr. C. H. Nelson took out in his own name a policy, No. 7110 for $1,000 for three years.

It was strenuously argued by Mr. Osler, that as the only qualification possessed by Mr. Nelson at the date of his election to the Board, was his interest in the two policies issued to his business firm, amounting to $2,000, he was not an insurer within section 14 of the Mutual Act to the amount of $800 at least; and he further argued that if it could be implied or inferred that Mr. Nelson had an interest in these policies to the extent of $800 at the date of his election, one of these policies expired on the 2nd of March, 1881, and that between that date and the 25th May, 1881, when Mr. Nelson took a policy in his own name for $1,000, the only qualification he possessed would be his interest as a member of the firm of H. A. Nelson & Son in policy No. 5455 for $1,000, this policy continuing in force until 28th June, 1881; that it would be too violent a presumption to assume that his interest in a policy for $1,000, held by a firm (admittedly composed of several partners), would amount to $800 at least, and that Mr. Nelson had therefore ceased to hold the necessary qualification, and if so *de facto* had ceased to be a director.

There are, perhaps, three questions in view in considering this objection.

1. Can a director qualify upon a partnership policy at all?

2. Assuming this answered in the affirmative, must not the policy in that case be for an amount sufficiently large that on a loss, if the amount were divided amongst the partners in the proportions of their respective shares according to their articles of partnership, the partner elected a director would be entitled to at least $800 for his share. Or, in other words, must the director have an absolute individual interest in the policy to the extent of $800.

3. Can a person not possessing the necessary qualification at the date of his election qualify himself after his election by becoming an insurer for $800?

The words of section 14 of the statute are: "The directors shall be members of the company and insurers therein, for the time they hold office to the amount of $800 at least."

Now, there is no doubt but that partners insuring partnership stock would be insurers, and section 8 of the Mutual Act says that the several original subscribers, "and all other persons thereafter effecting insurances therein, shall become *members* of the said company." So that partners are both insurers and members of the company. Mr. Justice Lindley in his work on Partnership quotes as one of the definitions of partnership the following: Where two or more persons join money, goods, or labour, or all three together, and agree to give each other a common claim upon such joint stock, this is partnership: (Lindley on Partnership, pp. 8. Citing Inst. of Nat. Law. Book 1, c. 13, par. 9).

The interest of each partner in the assets of the firm is not a title to any aliquot part, as a-half a-fourth. Each partner being liable *in solido* for the engagements of the partnership has a right which is termed his equity to have the firm assets applied in the first instance to the payment of the firm debts—an equity through the instrumentality of which the partnership creditors have a priority over separate creditors to be paid out of the partnership funds. The interest of a partner is therefore only such a proportion of the capital and profits, as by the original articles of partnership or agreement he may appear to be entitled to receive after all the debts are paid and the affairs of the concern liquidated and wound up. It is plain, then, that each partner has an insurable interest in the entire stock, and on receipt of insurance upon a loss, must account therefore to the partnership: *Manhattan* v. *Webster*, 59 Penn. 227; *Groves* v. *Boston Marine Insurance Co.*, 2 Crouch 419; *Page* v. *Fry*, 2 B. and P. 240; *Murray* v. *Colum-*