

plaintiffs had insured the wool, and paid the bank for a loss thereof under the policy, and had taken an assignment of the bank's claim against the defendants for having occasioned the loss. The defence set up was that the wool was not at the time of the collision and subsequent damage covered by the policy, and that the assignment did not entitle the plaintiffs to bring the suit in their own name. The Privy Council (Lords Watson, Hobhouse, Davey and Sir R. Crouch) dismissed the defendant's appeal, being of opinion that the honest payment of a claim by the insurers under the policy entitled them to the remedies available to the insured, and that it was not open to the defendants in action to enforce such remedies, to contend that the payment was not within the policy. As to the question of procedure, though it was conceded that the mere right to subrogation would not entitle the plaintiffs to sue in their own name, yet the Colonial statute relating to the assignments of choses in actions, which is similar in its terms to the English Judicature Act, 1873, authorized the bringing of the action in the plaintiff's own name. It may be observed that under R.S.O. c. 116, sec. 7, the right of the assignee of a chose in action to sue in his own name, seems to be limited to the case of assignees of choses in action "arising out of contract," and would therefore not cover a case like the present.

PRACTICE—BANKER AND CUSTOMER—FORGED CHEQUE—BANK, LIABILITY OF, FOR PAYMENT OF FORGED CHEQUE—NEW TRIAL, POWER OF COURT ON MOTION FOR—(ONT. RULE 755).

*Ogilvie v. West Australian Mortgage Corporation*, (1896) A. C. 257, though an appeal from the Supreme Court of Western Australia, incidentally furnishes a guide for the construction of Ont. Rule 755. The action was brought by a customer against the bank to recover moneys deposited. The money in question had been debited to the plaintiff's account in respect of cheques which the jury found were forged by one of the bank's servants. The jury also found that the plaintiff was informed thereof by the bank's agent, who requested his silence, and that the plaintiff in complying with that request acted honestly and with a view to what he believed to be the