

Thomas Thomson is stated in the policy to be the owner of the said buildings, it is in evidence that a short time after the issuing of said policy the extent of the rights of the appellant and of the said Thomas Thomson on the said buildings were fully explained to the Company respondents, with a request to alter the policy so as to secure the respective interests of the appellant and of the said Thomson ;

"And considering that upon such statement of facts and request, the Company respondents through their agents gave to the appellant the assurance that his interest would be fully protected by a transfer from Thomson to him of the sum of \$1,510, being the amount of insurance effected on the said buildings, upon which a transfer was made by Thomson to appellant of the policy, which transfer was by the parties intended to be for the said sum of \$1,510 ;

"And considering that the Company respondents, having accepted the premium of insurance, have waived any right to object to its not having been paid when the insurance was effected ;

"And considering that the appellant has established that the said buildings so insured were destroyed by fire on the 27th September, 1876, when the said policy was still in force ; and that the loss which he has thereby suffered is of the full amount for which they were insured, to wit, the sum of \$1,510, which the appellant is entitled to recover from the Company respondents ;

"And considering that the Company respondents have not appealed from the judgment rendered by the Court below, by which they were condemned to pay to the appellant the sum of \$140, to wit, \$60 for a reaper and mower, and \$80 for a threshing machine, with interest on said sum of \$140 from the date of the judgment, and that this condemnation cannot be disturbed ;

"And considering that as to the other chattel property, the appellant had no insurable interest therein, and any right to recover the insurance thereof can only be urged by the said Thomas Thomson ;

"And considering that there is error in the judgment rendered by the Superior Court on the 22nd day of January, 1878 ; this Court doth cancel and annul that part of the said

judgment of the 22nd January, 1878, rejecting the demand of the appellant claiming the amount of the insurance effected on the said buildings, and proceeding to render the judgment which the said Superior Court should have rendered, in addition to the \$140, which the respondents were condemned to pay to the appellant by the said judgment, and interest from the date thereof, doth condemn the said respondents to pay to the said appellant the further sum of \$1,510, being amount of loss on said buildings, with interest, &c."

Duhamel, Pagnuelo & Rainville for appellant.
Hutchinson & Walker for respondents.

THE RAILWAY AND NEWSPAPER ADVERTISING CO.
(plaintiffs below), appellants ; and THE MOLSONS BANK (defendants below), respondents.

Bank—Liability for calls on Stock held as collateral security.

MONK, J. The appeal was from a judgment dismissing an action which was brought by the appellants under the following circumstances. The appellants are an incorporated company in Montreal, and one Campbell held 150 shares of stock in the company of the nominal value of \$100 each, on which 45 per cent. was paid up. In July, 1876, Campbell became insolvent and assigned his estate. The assignee invited tenders *en bloc* for the assets of the estate, including the 150 shares above mentioned. In the inventory the item appeared simply as "Railway and Newspaper Advertising Company's stock, \$5,642.76." Dixon, Smith & Co., were the successful tenderers, but at their request, the assignee transferred the estate to the Molsons Bank, which took it as collateral security for the money advanced by them. Some time afterwards another call of 10 per cent. was made on the stock, and application was made to the bank, which pleaded that the stock had been sold as paid up stock ; further that they (the defendants) had only taken it in pledge as collateral security, and were never the owners. The Court were of opinion that the bank was not liable under the circumstances, and the judgment dismissing the action would be confirmed.

RAMSAY, J., said it appeared to be established beyond doubt that the bank held the stock as