due to the defendants' bank by the plaintiffs' bank, and the latter requiring further aid to meet pressing engagements, their cashier Cotté agreed with the defendants on the 16th of February, 1875, for a further advance of $143,000 with collateral security. It is unnecessary to pursue this further, as the plaintiffs received the amount of these loans, and they have been repaid to the defendants. They are referred to only as reflecting some light on the transaction of the 13th of September, 1873, to which their Lordships now return.

The obligations and rights of the parties must now depend on the facts as established, and as to the material facts it seems to their Lordships that there is no real controversy.

The facts are very clearly stated in the judgment of Judge Mathieu, and the results are ascertained by his seven absolute findings which their Lordships adopt for the purposes of their judgment. They generally concur in those propositions, but especially in the fifth, which is to the effect that Cotté had no authority to pledge the plaintiffs' securities to the defendants for his personal debt. There is no real difference as to the material facts between Judge Ramsay in the Court of Appeal (Queen's Bench), and Judge Mathieu, but there is one statement of Judge Ramsay which their Lordships cannot adopt. Judge Ramsay, referring to the transaction of the 13th of September, is represented to have said "that the cashier Cotté had "actually borrowed for his bank, if not in an "identical manner, at all events in a some-"what similar manner, nearly $500,000." That statement seems to their Lordships not to be sustained by the evidence, and to be, in fact, contrary to it.

Their Lordships now return to the transaction of the 13th of September, 1873, and pay special attention to the written records which disclose its true character. Their Lordships desire to observe in passing that where, in reference to transactions of this character, there is a conflict of verbal testimony, they would generally give weight to the written records which exist, and which rarely err.

The contemporaneous written evidences all reach the same point. The loan made on the 13th of September, 1873, was beyond all doubt or question a loan to Cotté personally, and on his personal security, with a collateral pledge of the 500 shares in the Banque Jacques-Cartier. The form of the loan, the promissory note of Cotté that accompanied it, the collateral security and the payment of the amount to Cotté, on cheques payable to him personally, and the entries then made in the books of the defendants, all tend to the same point.

It was urged that Cotté took up this money for the Banque Jacques-Cartier, which got the benefit of it, but this allegation is manifestly unfounded. Cotté had not, and does not pretend that he had, any authority to negotiate this loan on behalf of the plaintiffs, and the proceeds were received by Cotté and immediately applied to liquidate his own debt to his own bank.

Then again it was alleged that the 500 shares deposited by Cotté with the defendants, and actually transferred by him to them as part of the transaction, were the property of the plaintiffs, though standing in the name of Cotté. There is no reliable proof of this allegation which could have been established beyond any manner of doubt if it was true, and it seems to their Lordships that the evidence is entirely the other way. Their Lordships, therefore, are obliged to assume that in law the plaintiffs could not be, and in fact were not, the owners of these 500 shares. Their Lordships desire to point out that if the loan of the 13th of September was a loan made to the plaintiff bank, and on its credit, there seems to be no reason why the prior practice should have been departed from, or why security should have been required. The Banque Jacques-Cartier then owed nothing to the defendants, and the defendants subsequently deposited with the plaintiffs sums amounting to over $500,000 without any security.

The loan of the 13th of September became repayable on the 13th of December, 1873, but was not repaid by Cotté, and on that day a further agreement was entered into between him and the defendants, which is set out in the record and speaks volumes by itself. It is observable, without reading it, that Cotté is here described as "Esquire, of