had attached, in garnishee proceedings, under a judgment of the District Court in their favour against the insured, the money coming to her, under this policy, for such loss.

The sole ground of the appeal was that that indemnity had not, when the attachment took place, assumed the form of a debt, and, as only debts can be attached, that attachment was quite ineffectual to prevent the insured doing as she pleased with the benefit she was to derive from the policy; that there was no attachable debt, because, for one reason, the insurers had a right, if they chose, to reinstate the insured in the goods destroyed by the fire, instead of paying any money indemnity.

But what has that to do with the case, when the insurers chose to pay the amount of the insurance, instead of reinstating, or taking advantage of any other provision, in their favour, of the policy of insurance? The insured made her claim for so much money, and the insurers admitted the claim and were ready to pay the money; and had now paid it into Court. Neither the appellant nor the insured could prevent the insurers waiving any rights they might have had and acknowledging their indebtedness for the amount of the insured's claim; and, they having done so, the order of the District Court, made against them, as such debtors, must be valid; no one could prevent them saying then, as they did, or saying now, "We admit the insured's claim upon us, we are her debtor in the amount of it."

HODGINS, J.A., and LENNOX, J., agreed.

MASTEN, J., was of opinion that the attaching order was valid and the subsequent assignment bad.

Appeal dismissed.

HIGH COURT DIVISION.

MIDDLETON, J. DECEMBER 30TH, 1916.

*COLUMBIA GRAPHOPHONE CO. v. UNION BANK OF CANADA.

Banks and Banking—Forged Cheques Paid by Bank—Extensive Frauds of Clerk of Customer—Concealment—Agreements and Acknowledgments—Liability of Bank—Knowledge—Estoppel.

Action by customers of the defendant bank to recover $45,144.43, the aggregate amount of a large number of cheques to