an action was brought on the new policy against them, and the agent who first issued the policy to T. was joined as a defendant, relief being asked against him for breach of duty and false representations. The Supreme Court of Nova Scotia set aside a verdict for the plaintiff in such action, and ordered a new trial on the ground that his interest was not insured, and that T. had no insurable interest to enable W. to recover on the assignment. On appeal from such decision to the Supreme Court of Canada,

Held, reversing the judgment of the Court below (20 N.S. Rep. 487) that the company having accepted the premiums from W. with knowledge of the fact that T. had ceased to have any interest in the property, they must be taken to have intended to deal with W. as the the owner of the property. And the contract of insurance was complete.

Appeal allowed with costs.

Graham, Q.C., for the appellants.

Henry, Q.C., for the respondents.

[May 6.

FORSYTH *v.* BANK OF NOVA SCOTIA.
IN RE BANK OF LIVERPOOL.

Insolvent bank—Winding-Up Act—Appointment of liquidators—Discretion of judge.

The liquidators appointed by a judge of the Supreme Court of Nova Scotia to wind up the affairs of the insolvent Bank of Liverpool, were those nominated at the meeting of the creditors called for that purpose, according to the requirements of the Winding-up Act, R.S.C. c. 129.

The Bank of Nova Scotia was one of the said liquidators, and by a judge's order the local manager at Halifax was appointed to act for the bank in such liquidation. On appeal to the Supreme Court of Canada, from the decision of the Supreme Court of Nova Scotia, affirming the appointment of liquidators,

Held, 1. That a bank can be one of the liquidators of a bank under the Winding-up Act.

2. That the Act does not require the nominees of both creditors and shareholders to be represented on the board of liquidators, and the judge having, in his discretion, appointed the representatives of one class only to be appointed, such discretion should not be interfered with.

3. The appointment would not be overruled by an appeal Court, unless it appeared that the judge making it was clearly wrong in his law, or that he acted under an evident mistake as to the facts.

Appeal dismissed with costs.

C. W. Weldon, Q.C., for the appellants.

R. L. Borden, Q.C., for the respondents.

[Dec. 14, 1889.

MARITIME BANK OF CANADA *v.* THE RECEIVER-GENERAL OF NEW BRUNSWICK.

Insolvent bank—Winding-up Act—Assets—Crown prerogative—Right of provincial government to exercise—Lien.

The Government of New Brunswick, as creditors of the insolvent Maritime Bank of Canada, claimed a first lien on the assets of the bank, as representing the Crown in the Province.

Held, reversing the judgment of the Supreme Court of New Brunswick, GWYNNE, J., dissenting that the Government was entitled to such lien; but

Held, also, Strong and Taschereau, JJ., dissenting, that the lien was to be exercised only after the note holders were paid, the prerogative being postponed to the lien of the noteholders, by virtue of the Bank Act, R.S.C. c. 120, s. 79.

This case was decided by STRONG, FOURNIER, TASCHEREAU, GWYNNE and PATTERSON, JJ.

A. A. Stockton and *C. A. Palmer*, for the appellants.

Blair, Atty.-Gen. of New Brunswick, and *Barker*, Q.C., for the respondents.

[Dec. 14, 1889.

MARITIME BANK OF CANADA *v.* THE QUEEN.

Prerogative of Crown—Insurance Co.—Money deposited in insolvent bank—Lien for.

The Dominion Safety Fund Life Association, a mutual insurance society doing business in Canada, deposited $45,000 in the Maritime Bank of Canada at St. John, N.B., and sent the deposit receipt to the Receiver-General of the Dominion, to hold as the deposit of the Association with the Government, as required by the Insurance Act, R.S.C., c. 124. The Maritime Bank having become insolvent, a claim was made by the Dominion Government for this sum of $45,000 and a further sum of $15,000 held on ordinary