

defendants the Occidental Syndicate, as the plaintiffs contended, with the money of the plaintiff company; while the syndicate contended that they were acquired for the syndicate and belonged to it. The Chief Justice said that his conclusion upon the evidence was, that the contention of the plaintiffs was entitled to prevail. What was done afforded cogent evidence that the real transaction was a purchase of the bonds by the defendant syndicate as the agent of the plaintiffs. One of the 52 bonds had been paid off; and, as to the remaining 51, there should be a declaration that the plaintiff company were entitled to them, subject to a lien on them for the sum by which that paid for the bonds exceeded the amount which was withdrawn from the coffers of the plaintiff company, and an order that they be delivered out of Court to the plaintiff Clarkson, on payment to the defendants of that sum; and, if there should be any question as to the amount of the excess, a reference to the Master in Ordinary to ascertain it. The defendants to pay the costs of the action; the plaintiffs to be at liberty to deduct these costs from the amount to be paid to the defendants. I. F. Hellmuth, K.C., and J. H. Moss, K.C., for the plaintiffs. E. D. Armour, K.C., and H. W. Mickle, for the defendants.

NEVILLE v. EATON—SUTHERLAND, J.—Nov. 7.

Promissory Note—Interest—Rate of—Contract—Bonus—Collateral Security.—Action upon a promissory note, dated the 5th July, 1909, for \$3,000, payable 60 days after date, of which the defendants Charles A. Eaton and Cyrus S. Eaton were the joint makers, and the defendants the International Heating and Lighting Company were the indorsers. The note was the last of a series of renewals of a note for the same amount, signed by one Coutts and the defendant Eaton, and indorsed by the defendant company. As collateral to the notes, the plaintiff held fifty-five shares of the stock of the defendant company. The dispute was as to the rate of interest to be paid and in regard to the shares. Upon the security of the original note and the shares the plaintiff advanced \$3,000 for the purposes of the defendant company. The shares were of the par value of \$5,500, and, according to the account of the agent who negotiated the loan, interest at the rate of six per cent. per annum was to be paid, not on \$3,000, but on \$5,500, and, in addition, a bonus of three shares of the defendant company's stock was to be given to the plaintiff for making the loan. SUTHERLAND, J., after reviewing the evidence, said that