

signee, but that "the assignee shall pay in priority . . . the wages of all persons in the employment of the assignor," etc.; and 5 Geo. I. ch. 25, sec. 45, embodying a policy which was adopted here in 1872 (35 Vict. ch. 13), expressly provides that an assignment shall "pass and transfer the legal right to such debt or chose in action . . . and all legal and other remedies for the same."

[Reference to Am. & Eng. Encyc. of Law, 2nd ed., vol. 2, p. 1084; The Wasp, L.R. 1 Ad. & Ecc. 367.]

The statute is for the benefit and security of the workman. Why should he not be allowed to obtain the full value of his earnings? Why should he be compelled, in case of stress, to sell out for a tithe of what is coming to him?

[Reference to *McLarty v. Todd*, 4 O.W.N. 472; Am. & Eng. Encyc. of Law, 2nd ed., vol. 16, pp. 496, 497, 498; *Heyd v. Millar*, 29 O.R. 735; *Beifield v. International Cement Co.*, 79 Ill. App. 318, at p. 323; *In re Westland*, 99 Fedr. Repr. 399, at p. 400; *Wilson v. Doble*, 13 W.L.R. 290; *Arbuthnot Co. v. Winnipeg Manufacturing Co.*, 16 Man. L.R. 401; *National Supply Co. v. Harrobin*, 16 Man. L.R. 472; and *In re Brown*, 4 Benedict (N.Y.) 142.] The *Beifield* and other American cases generally turn upon provisions in their statutes which are not in ours.

There will be judgment for the plaintiff with costs, declaring that he is entitled to rank as a preferred creditor. I think that the defendant acted in good faith, and was quite justified in awaiting the judgment of the Court before adopting this construction.

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SCULLY v. NELSON—BRITTON, J., IN CHAMBERS—OCT. 22.

*Pleading—Statement of Claim—Order Striking out Portions and for Particulars of Other Portions—Appeal.*—Appeal by the plaintiff from an order of the Master in Ordinary, acting for the Master in Chambers, directing that certain words and passages in the statement of claim should be struck out, and ordering certain particulars to be given by the plaintiff to the defendant. Objection was taken by the plaintiff on the ground that the order appealed from was made *ex parte*; but, by consent, the appeal was argued upon its merits. The learned Judge said that he had looked at all the cases cited, and they did not, in his opinion, bear out the contention of the plaintiff against the striking out of certain parts of the statement of claim or re-