

Then I am of opinion that the assignment must be considered an assignment for value. That follows from what I have said, concluding, as I do, that the defendant Lillian, from her own earnings, through her mother, made the monthly payments to the company, and, in addition to that, borrowed from Mrs. Scott \$450 on mortgages on this property, of which the \$413 was paid over to the company, and she became liable on her covenant in the mortgage for the \$450. Admitting that the father was entitled to the earnings of his daughter until she was 21, that happened in 1903. And since then, if her story is true, she has paid as stated. It so happens that the mortgage to Scott is dated 28th May, 1906. The assignment of the agreement is dated 5th June, and deed from the company 6th June. These facts warrant the inference that Lillian thought she was entitled to a conveyance from the company upon payment of the balance without any formal assignment of the agreement from her father. Her solicitor had ascertained the amount required, and had prepared the mortgage, before the company asked for an assignment of the agreement. This affords a slight corroboration to Lillian's evidence as to her dealings with this property. She got no rent from the property; she paid nothing for board. It is a family matter. No other evidence is available except that of the father, and his present place of residence is not known.

The plaintiff complains that having no notice of the assignment of the agreement, or of the daughter's claim, he was misled and induced to give the father credit upon the belief that the father was the owner. The agreement itself was never registered. There was nothing to shew that James R. Tew had any claim. He had formerly been a tenant, and the public, apart from what might be told, could know of no change. The plaintiff probably asked no questions, and gave credit to an extent he ought not to have done; very likely he was misled by statements of the debtor.

There is this further to be said about the agreement, the assignment of which is attacked. On 6th June, 1906, the date of the assignment, the monthly instalments due on 1st May and 1st June, 1906, had not been paid. By the terms of the agreement it was in the power of the Dominion company to say that the agreement on their part to sell was forfeited, and that all the money paid should be applied on rent. The company were not bound to recognize the