

the assignee in bankruptcy completes the building, expending *less* than the amount remaining due under the contract, the equitable assignee may be entitled to enforce his assignment as against the excess. (2) It is said that if a margin be created by withholding from the contractor a percentage of the value of the work "it could not be questioned that a valid charge might be made upon that margin as a subject of property." This we should fancy might possibly be questioned—we speak with all deference. For example, if very shortly after the commencement of the work an assignment of the drawback were made, and before it could fairly be said that any appreciable part of it had been earned the contractor became bankrupt, would the assignee be entitled as against the trustee in bankruptcy in case the latter spent more in completing the building than the whole contract price? We should think not. And if we are right the question must always be, What portion of the money payable after bankruptcy was earned before that time? To that extent the equitable assignee is entitled.

Dum Fervet Opus.

There is room upon the Court House walls for the portrait of another Chief Justice. The series now commenced should be maintained. And the Ontario practice of securing a representation while the judge is in full work obviates any embarrassment arising from delay.

Idem Sonans.

Evidence as to a person's identity, based upon the sound of his voice, is competent. *Commonwealth v. Hoyes*, S. J. C. Mass., Nov, 1884; 19 Rep. 306.