

Province of British Columbia.

SUPREME COURT.

DAVIE, C. J.]

[Feb. 12.]

WERT *v.* MCEACHRON ; McDONALD, Claimant.*Assignment for benefit of creditors—Homestead exemption—Partners—Wages Act—Corporation—Preference.*

McEachron and others, partners, made an assignment for the benefit of creditors to Wert, and subsequently claimed a boom of logs and a logging outfit as chattels exempt under the Homestead Exemption Act. The deed of assignment reserved such chattels as would be exempt from seizure under execution, without specifying them particularly. McDonald claimed as a preference creditor of McEachron under the "Wages Act," by virtue of an assignment from the B. S. M. Co., a corporation, of a debt incurred for the hauling of the particular logs for which exemption was claimed.

Held that the Homestead Amendment Act, 1890, does not modify the absolute exemption provided by the Homestead Act.

The Homestead Amendment Act 1893, applies, and the debtor is not entitled to exemption with respect to the boom of logs. The word "debtor" includes the plural number (Interpretation Act, sec. 13, sub-sec. 12), and therefore the partners are entitled to exemption as regards the logging outfit.

A corporation is not a "person" entitled to claim wages within the meaning of the Wages Act.

McDonald, having enforced his right under the Homestead Act Amendment Act, 1893, before the assignment for the benefit of creditors, has no preference, and the general body of creditors are entitled to the proceeds of the boom of logs.

Shaw, for plaintiff.

Miller, for defendants.

Reid, for claimant.

WALKEM, J.]

HUDSON BAY COMPANY *v.* KEARNS & ROWLING.*Equitable mortgage—Foreclosure of registration of a deed as a charge—Registry certificate issued without production of title deeds or affidavit void.*

Miss Kearns owed the H. B. Co. a sum of money, and to secure them agreed to give a mortgage on some lots in Vancouver, B.C. She accordingly left her title deeds and registry certificate with the company's solicitor to have mortgage drawn up. The solicitor neglected to draw up mortgage, but retained the papers. Later on Kearns sold the lots to Rowling and executed a deed to Rowling, and told him she could not give him the title deeds and certificate of registration for some days, but offered no explanation of the absence of them or her inability to produce them. She never produced title deeds nor certificate. Rowling registered his deed as a charge against the property. H. B.