

the sections of c. 3, R.S., 5th Series, which create the jurisdiction of the House and indemnify members against legal proceedings in respect of their votes therein, are a complete answer to an attempt to enforce civil liability for acts done and words spoken in the House. Those sections, except in so far as they may be deemed to confer any criminal jurisdiction, otherwise than as an incident to the protection of members, are *intra vires* of the local Legislature, as relating to the constitution of the Province, within the meaning of section 92 of the B.N.A. Act, and under the authority of section 5 of the Colonial Laws Validity Act (28 & 29 Vict. c. 63) recognized by the B.N.A. Act, s. 88.

Thomas v. Haliburton, 25/55.

Fielding v. Thomas, 1896, A.C. 600.

ASSESSMENT.

See TAXATION.

ASSIGNMENT.

See also BILL OF SALE, CHOSE IN ACTION, FRAUDULENT CONVEYANCE.

1. **Sewing machine.**—A sewing machine does not pass as "household furniture" under the general words of an assignment for the benefit of creditors.

Allen v. Wallace, 21/49.

2. **Registered trade mark.**—Passes to assignee under general words of an assignment for the benefit of creditors.

See TRADE MARK.

3. **Filing under Bills of Sale Act.**—An assignment of personal property directing a distribution among a specified class of creditors is not a general assignment for the benefit of creditors, and so is not exempted from the requirements of the Bills of Sale Act, as to filing, etc.

Archibald v. Hubley, 22/27, 18 S.C.C. 116.

4. **In contradistinction** to an assignment which in one way or another provides for the payment of every creditor,

which is so exempted, and need not be filed.

Kirk v. Chisholm, McPhie v. Chisholm, 28/111, 26 S.C.C. 111.

5. **Filing under Bills of Sale Act.**—Cases in which the necessity for filing is obviated by delivery of possession.

See BILL OF SALE, 13.

6. **Release under seal—Composition deed—Authority to sign.**—Plaintiff sued on an account stated, to which the defendant set up a release under seal contained in a general assignment for the benefit of creditors, made by defendant several years previously. The defendant had signed this document on behalf of plaintiff by authority of a letter as follows:—" . . . I have done as you desired by telegraphing you to sign deed for me, and I feel confident that you will see that I am protected, and will not lose one cent by you . . ." About a year before action was brought, defendant had written to plaintiff " . . . in one year more I will try again for myself, and I hope to pay you in full."

Held, per Weatherbe, J., though the execution of the release was not strictly legal, yet plaintiff's conduct in not repudiating it amounted to acquiescence, and it should not be assumed that plaintiff by his telegram intended to commit a fraud on other creditors. Per Ritchie, J., from an early date Courts of Equity have relaxed the strict common law rule with regard to the execution of deeds for the benefit of creditors, and a party having placed himself in a position to avail himself of its benefits, is liable to all the burdens and restrictions which it imposes. Per McDonald, J., that though plaintiff had not given a release, he had given what amounted to an agreement for a release.

Per McDonald, C.J., and Townshend, J., dissenting, a document purporting to be authority for a release under seal must itself be under seal.

But in the Supreme Court of Canada:—Held, that the execution of the deed on his behalf being made without sufficient authority from plaintiff, he was not bound by the release contained therein.