

of a clam from a crane trestle on a government pier upon which extended spur lines of the Intercolonial Railway, the clam was kept in operation during such shift, and the suppliant was struck by the same and killed.

*Held*, that the omission to stop the operation of the clam during the shifts "in, on or about," the Intercolonial Railway, was negligence for which the Crown was liable under sub-sec. (f) of sec. 20 of *The Exchequer Court Act*.

*E. Belleau*, K.C., for suppliant. *E. Gelly*, for respondent.

## Province of Ontario

### SUPREME COURT.

Sutherland, J.]                      DODDS v. HARPER.                      [32 D.L.R. 22.

*Mortgage—Assignment of charge—State of account.*

The state of accounts can only affect the assignee of a charge or mortgage under the Land Titles Act, R.S.O. 1914, ch. 126, in so far as payments have been made subsequent to the date of the mortgage; if without actual notice when the assignment is made the assignee is not affected by the fact that the amount for which the mortgage was given has in fact never been paid.

[Land Titles Act, R.S.O. 1914, ch. 126, sec. 54; Conveyancing and Law of Property Act, R.S.O. 1914, ch. 109, considered.]

2. *Mortgage—Blanks—Charge fraudulently named—Bona fide assignee.*

The fact that a mortgagee is fraudulently named in a mortgage executed in blank does not affect the right of a *bona fide* assignee to treat the person named as the valid holder of the charge, although in fact the latter had paid nothing to the mortgagor; it is only in so far as payments have been made that an assignee is affected by "the state of the account."

*J. E. Jones* and *V. H. Hatten*, for plaintiff.

*Bradford*, K.C., for defendant.

#### ANNOTATION ON THE ABOVE CASE FROM D.L.R.

The prominent features of this case are as follows:

1. A document signed in blank.
2. A mortgage or charge, without consideration—no money having been advanced.