

son passed to Martin. But he did not assert that right, if he possessed it. On the contrary, he afterwards accepted from Atkinson a transfer on the basis of the sale to him having been a valid sale, but subsequently cancelled by mutual arrangement.

How can he now be heard to assert any higher right to the property than Atkinson could? He is not in a position, as it appears to me, to invoke the provisions of sec. 14 of the Assignments and Preferences Act. But, if he could, I am of opinion, as at present advised, that it would not avail him, because the judgment under which the goods are now held is not a judgment against the assignors or their goods, but a judgment against Atkinson and his goods.

In my judgment, the appeal should be dismissed.

GARROW, MACLAREN, and MAGEE, J.J.A., concurred; MAGEE, J.A., stating reasons in writing.

MEREDITH, J.A., dissented, for reasons stated in writing.

HIGH COURT OF JUSTICE.

SUTHERLAND, J.

JULY 8TH, 1911.

LECKIE v. MARSHALL.

Contract—Sale of Mining Properties—Purchase-price Payable by Instalments—Judgment—Payment of Instalment into Court—Reference—Appeals—Subsequent Instalments—Direction for Payment into Court.

Application “for an order granting leave to the plaintiffs to rescind the contract in the pleadings mentioned for default in payment of the instalments due the 6th November, 1909, 6th May, 1910, and 6th November, 1910, or for an order granting leave to the plaintiffs to rescind the said contract unless the instalments of purchase-money in arrear be paid within a time to be fixed by” the Court, or for such further or other order as to the Court may seem meet.

J. Bicknell, K.C., and Glyn Osler, for the plaintiffs.

G. Bell, K.C., for the defendants Grey's Siding Development Limited.

W. N. Ferguson, K.C., for the defendant Marshall.