

titled to be paid the amount of the wages-claims assigned to him in priority to the ordinary or general creditors of the company.

The assignments to the plaintiff were executed on the 21st April, 1913; and the general assignment to the defendant was executed on the 17th May, 1913.

The defendant admitted the plaintiff's right to rank as an ordinary creditor upon the assets of the company; but disputed his right to a preference.

M. K. Cowan, K.C., and Charles Garrow, for the plaintiff.
W. Proudfoot, K.C., for the defendant.

LENNOX, J. (after setting out the facts) :—No direct authority has been referred to, and it is said that the question is a new one.

The objections urged by the defence are: (1) that the wages having been purchased and the assignment thereof obtained before the date of the assignment for the general benefit of creditors, the right to preferential treatment did not then exist, and cannot be taken to be vested in the plaintiff; and (2) that this right is not assignable.

It is admitted that the wages in question were earned within three months, and that the assignors of the plaintiff were all in the employment of the company within one month next before the assignment for creditors. It is also stated and admitted that, after the sale to the plaintiff, some of these wage-earners were again in the employment of the company, and that they also claim in priority to general creditors for these subsequent earnings. In no case, however, does the claim of the plaintiff and the subsequent claim of the employee together amount to as much as three months' wages.

I am unable to see why the plaintiff should not enjoy all the rights and advantages which his assignor would have enjoyed had he retained his wages-claim.

It is not a new right arising after the assignment for creditors, but a statutory security always existing during the service, which may or may not have to be enforced, and is always available in case of need; it is a statutory lien upon the assets of the employer, as a mortgage is a lien upon land of the mortgagor—a lien though the land may never have to be resorted to for payment. There is nothing personal about it. It is not that the wage-earner may rank upon the estate or collect from the as-