

made. What was meant by equitable execution was the appointment of a receiver by a court of equity in aid of a judgment at law when the plaintiff showed that he had sued on the proper writ of execution and was met by certain difficulties arising from the nature of the property, or the debtor's title thereto, which prevented his realizing out of it at law.

Application granted, with costs to be set-off against plaintiff's judgment.  
*Hull* for plaintiff. *Mathers* for defendant.

Dubuc, J.]

MUSSON v. G.N.W.C.R. Co.

[April 4.

*Chose in action—Assignment—Right of assignee to sue in his own name—Assignments Act, R.S.M., c. 1, s. 3—Queen's Bench Act, 1895, s. 38.*

The plaintiff's claim was for wages earned by himself and a number of others, whose claims had been assigned to him so that judgment might be obtained for all in one action. Defendants objected that plaintiff could not sue on the assigned accounts as he had no beneficial interest in them, relying on *Wood v. McAlpine*, 1 A.R. 234.

*Held*, that the objection should not prevail as there is no provision in the Assignments Act, R.S.M., c. 1, as there is in the corresponding Ontario Act, requiring that the assignee should have at the time of action brought the beneficial interest in the chose in action assigned; also because, under s. 38 of the Queen's Bench Act, 1895, the court has now equitable jurisdiction in all matters where relief could formerly have been granted on the equity side of the court.

## Province of British Columbia.

### SUPREME COURT.

McColl, C.J.]

J. SING.

[March 1.

*Prohibition—Small Debts Act, s. 15—Magistrate's decision not given in open court.*

Summons by defendant for prohibition to the Magistrate of the Small Debts Courts at New Westminster on the grounds that no day was fixed for the giving of the decision which was reserved, and that it was not given in open court. The Small Debts Act, s. 15, provides that every decision of the Magistrate shall be given in open court. The facts were that the trial was on 20th January; that when the decision was reserved without any time being mentioned for its delivery the magistrate's attention was not called to the enactment, the non-observance of which is now complained of, nor was any objection made; that, on 31st January, the magistrate informed Mr. Jenns, who had acted for the defendant at the trial, that after