

MACMAHON, J.—The Law Society had contracted with the firm of Rowsell & Hutchison for the printing and publishing of the reports. On the 17th January, 1900, Rowsell & Hutchison made an assignment for the general benefit of their creditors, pursuant to R. S. O. ch. 147, to defendant E. R. C. Clarkson. At the time of the assignment certain printing was in progress under the contract, a large amount of it being in galley form, and some type-setting being finished. The editor of the reports made an arrangement with defendant Clarkson by which the work was to be continued and completed for the Law Society, the defendant Clarkson, as assignee, agreeing to continue and complete the reports then under contract without charging any profit on it. Clarkson said that the Law Society was to pay for the work then partly performed; and the editor, in his report to the Law Society, said that Clarkson, if guaranteed his disbursements, intended to carry out the contract, as assignee, and earn the moneys payable under it. On 10th March, 1900, Clarkson sold the assets of Rowsell & Hutchison's estate, the Publishers' Syndicate becoming the purchasers of parcel No. 3, in which was included "the printing and work in progress unfinished at that date." This item comprised the work done by Rowsell & Hutchison on the reports prior to their assignment, and also the amount expended by Clarkson in furthering the completion of the reports under his agreement with the editor, making a total of \$847.50, of which \$346 was attributable to the work done by Rowsell & Hutchison. On the 26th December, 1899, Rowsell & Hutchison had assigned to the Bank of Hamilton "all book accounts, claims, and choses in action which are now owing to the parties of the first part (Rowsell & Hutchison), or which may hereafter be owing to parties of the first part," as security for indebtedness. On the receipt by Clarkson of the \$847.50, he paid over to the Bank of Hamilton the \$346, as being a book account or chose in action realized from the estate.

The Law Society were to pay Clarkson for the work then partly performed, he agreeing to carry out the contract as assignee in order to enable him to earn the moneys payable under it, which would necessarily include this partly performed portion of it. He assigned the contract to the Publishers' Syndicate, who finished the work required to be performed under the contract, and the amount of the contract price, \$2,210.58, was paid by the Law Society to the Publishers' Syndicate, with the exception of the \$346. Until the printing and binding of the reports was completed according to the terms of the contract, there would be no debt