

KING'S BENCH.

Macdonald, J.] MURRAY v. HENDERSON. [April 18.

Alien Labour Act, R.S.C. 1906, c. 97, s. 4—Action brought with written consent of Judge for violation of Act—Only the person who gets the consent can sue.

Under s. 4 of the Alien Labour Act, R.S.C. 1906, c. 97, it is only the party or parties who obtain the written consent of a judge of the court that can be plaintiff or plaintiffs in an action to recover the prescribed penalty for violation of the Act.

The action in this case was accordingly dismissed with costs because it was brought by Ira S. Murray, whereas the consent was given on the application of Murray Brothers.

Cohen and Crichton, for plaintiff. A. M. S. Ross, for defendants.

Metcalf, J.] [April 6.

BANK OF BRITISH NORTH AMERICA v. WOOD.

Chose in action—Assignment of—Notice to debtors—Right of assignee to moneys collected by assignor and handed over to another creditor—Estoppel by conduct—Duty of assignee to notify other creditors of the assignment.

The plaintiffs had an assignment from one Thomas of all his book debts, notes and other choses in action as security for their claim, but did not notify the debtors or any of the other creditors of Thomas, although they knew there were such creditors. They allowed Thomas to collect the accounts and pay over the proceeds to them. The defendants, not knowing of the assignment, and having a large claim against Thomas, induced him to allow them to receive the proceeds of the collections of some of the debts and a number of the promissory notes covered by the assignment and the plaintiffs brought this action to recover these moneys and notes including some received after notice of the plaintiff's claim.

Held, that the defendants were equitable assignees of all such moneys and notes as they had reduced into possession before receiving notice of the assignment and were entitled to retain them, but that the plaintiffs were entitled to judgment for all collections of book debts made by the defendants after receipt of such notice.