that the assignments were simply taken as security for the advances made or to be made to the contractors. On an interpleader issue between the bank and subsequent judgment creditors of the contractors,

Held, that the assignments to the bank were good equitable assignments: that no notice of them to the town was necessary: and that a sum of money, part of moneys due by the town to the contractors, paid into the hands of the sheriff under s. 37 of the Creditors Relief Act, under a garnishing order obtained by the judgment creditors as well as any money to be so paid in, was the money of the bank.

Ritchie and *Foy,* for the bank.   *Orde,* for company.

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Riddell, J.]   REX *v.* ROBINSON.   [July 3.

Habeas corpus—Issue of two writs—Regularity of second—Prisoner allowed to give recognizance and go free after sentence—Arrest later—Time of commencement of sentence—Expiry—Escape—Release—Protective orders—Terms.

The prisoner was convicted of an offence on the 17th of January and sentenced to four months imprisonment, but instead of being imprisoned his recognizance was taken by the magistrate to appear when called upon and he was allowed to go free. On the 27th of March without any notice a warrant was issued and he was arrested and put in gaol. A writ of habeas corpus was granted and a motion for his discharge made on the 26th of April and refused, the papers being on their face regular; but leave was reserved to move for a new writ on the expiry of four months from the day of sentence. A new writ was granted on the 25th of June and motion made for his discharge on the 27th June.

Held, that there was a right to issue the second writ, the former one being premature and there having been no adjudication upon the matter; but that it should not issue upon any ground which could have been taken on the former.

Taylor v. *Scott* (1898) 30 A.R. 475 distinguished.

Held, also, that the term of imprisonment began on the day of passing sentence; that the full term had expired; that the magistrate had no power to take the recognizance; that the pris-