

The reason Rule 186 was not changed to correspond with the change in Rule 185 was, I have no doubt, that the combined effect of Rules 186, 192, and 187, was at least as wide as Rule 185 in its present form is: and in its present form it is quite wide enough to cover this case, which is one arising out of the same series of transactions, and in which there is some common question of law or fact.

Mr. Bell's contention that the assignor ought not to have been made a party, because, as he contends, the assignor was acting merely as agent of the Bank of Hamilton, raises a question of fact proper for consideration at the trial, not upon this motion: see *Tate v. Natural Gas and Oil Co.*, 18 P. R. 82.

The case of *Confederation Life Association v. Labatt* (1898), 18 P. R. 266, is authority for the third party notice.

The Master's ruling is affirmed; and the appeal will be dismissed; costs in the action to the plaintiff only.

Scott & Scott, Toronto, solicitors for plaintiff.

Cassels, Cassels, & Brock, Toronto, solicitors for defendants.

Thomson, Henderson, & Bell, Toronto, solicitors for added party.

FEBRUARY 19TH, 1902.

DIVISIONAL COURT.

MORPHY v. COLWELL.

*Attachment of Debts—Assignment of Debt—Attack within 60 Days—
Pressure—Evidence—R. S. O. ch. 147—Division Courts.*

Molsons Bank v. Halter, 18 S. C. R. 88, and *Stephens v. McArthur*, 19 S. C. R. 446, followed.

Appeal by the claimant, J. D. Smith, from a judgment of the Judge presiding in the 1st Division Court of Middlesex, refusing a new trial and thereby affirming his own judgment setting aside, as an unjust preference, a transfer to him from the primary debtor Colwell of a claim against the Northern Life Assurance Co., who were garnishees.

The summons was issued in the Division Court on 22nd January, 1900; the primary creditor, Morphy, claimed from the primary debtor, Colwell, the sum of \$200 upon a due bill dated 1st March, 1894, and all debts due from the Northern Life Assurance Co. to Colwell were attached. On the 7th December, 1899, Colwell had recovered a judgment against the garnishees for \$450, and on the same day he