

THE
MANITOBA LAW JOURNAL.

VOL. II.

JUNE, 1885.

No. 6.

EQUITABLE ASSIGNMENTS.

TWO points connected with this subject have lately received further elucidation in the reports. We will notice them shortly.—

SPECIFICATION OF FUND. An equitable assignment is an *assignment* that will be enforced in equity: It must therefore contain some description of the fund or debt which is the subject of the assignment. A cheque upon a banker or a bill of exchange upon a debtor is not an assignment at all. *Schroder v. Central Bank of London*, 24 *W. R.* 710; *Thompson v. Simpson*, *L. R.* 9 *Eq.* 497, *L. R.* 5 *Ch. App.* 659; *Shand v. Du Buisson*, *L. R.* 18 *Eq.* 283; *Hopkinson v. Forster*, *L. R.* 19 *Eq.* 74; *Caldwell v. Merchants Bank*, 26 *U. C. C. P.* 294; *Percival v. Dunn*, 20 *L. J. Notes of Cases* 35. It is sufficient, however, if the fund be indicated, although not fully described. For example, if A be engaged in doing work for B, and the latter give to C an order upon A for the payment of £100 "out of moneys due, or to become due, from you to me," the fund is sufficiently certain. *Brice v. Bannister*, 3 *Q. B. D.* 569; *Farquhar v. City of Toronto*, 12 *Gr.* 186; *Diplock v. Hammond*, 5 *De G. M. & G.* 320; *Lambe v. Orton*, 1 *Dr. & Sm.* 125; *Chowne v. Baylis*, 31 *Beav.* 351; but see *Re Farrell*, 10 *Ir. Ch. R.* 304. This doctrine is analogous to that recently treated of (*see Prophetic Conveyances*, 2 *Man.*