

over to the plaintiff. Upon the application of a company, mortgagees of the demised premises, who had served notice upon the garnishees to pay the rent to them, the Master made an order rescinding the attaching orders.

Held, that if the garnishees, upon the return of the summons, neglected to suggest to the court the claim of the company, as provided by Rule 944, they would not be protected by an order to pay to the plaintiff.

The Leader, L.R. 2 Ad. & Ec. 314, followed.

And, therefore, the company was not a "party affected" by the *ex parte* orders, within the meaning of Rule 536.

No fraud or imposition was practised upon the court in not informing the Master of the claim which might be set up by the garnishees or the company; it was a matter for hearing and adjudication before the County Court judge.

Quære: Whether the company had the right to have the rents paid to them simply by virtue of the notice served upon the tenants?

Townerson v. Jackson, 65 L.T.N.S. 332, specially referred to.

B. N. Davis and *J. E. Cook* for the plaintiff.

W. H. Lockhart Gordon for the company.

MANITOBA.

COURT OF QUEEN'S BENCH.

DUBUC, J.]

BERTRAND *v.* HOOKER.

[June 22.

Fraudulent preference—Assignment in trust for creditors—Pleading—Assignment of chose in action.

The defendant being indebted to Mitchell & Gestur, they assigned the debt to Sigurdson Bros., and within a month Mitchell & Gestur made an assignment to the plaintiff under the Assignments Act for the benefit of their creditors. Plaintiff in this action sued defendant to recover the debt. Defendant pleaded the prior assignment to Sigurdson Bros. Plaintiff replied, setting up facts showing that the assignment to Sigurdson Bros. was void as a fraudulent preference; and defendant demurred to the replication.

Held, that the demurrer must be allowed because the assignment to Sigurdson Bros. could not be declared fraudulent and void in this action, as Sigurdson Bros. were not parties to it.

Monkman for the plaintiff.

Elliott for the defendant.

TAYLOR, C.J.]

FLACK *v.* JEFFREY.

[July 3.

Mechanics' Lien Act—Owner—Statement of time within which work done—Priority of vendor's lien.

The plaintiffs did work on a house for defendant Jeffrey. The house was built upon land which Jeffrey had agreed to buy from defendant Fisher.