

Paragraph 6. Amount paid one Whitelaw in settlement and compromise of his alleged lien on machinery, \$350. The plaintiffs are entitled under the mortgage to satisfy any charge then or thereafter existing or to arise or be claimed on the lands and to add the amount paid to the debt. The Master has found that the amount was paid in good faith, and was a fair, just, and proper compromise of the claim. The evidence fully bears out the finding. Whitelaw swears he was entitled to a considerably larger sum. The mortgagees would be in no better position than the defendant as to the possession of the machinery, as against the vendor: *Goldie and McCulloch Co. v. Town of Uxbridge*, 13 O. W. R. 696.

Paragraph 7. Allowance of \$325 for permanent improvements made by John W. Siddall, to whom plaintiffs assumed to sell before the time for redemption had expired. The Master has found, on sufficient evidence, that John W. Siddall did this work after his solicitors had accepted the title, and believing that he had a good title. The lands were enhanced in value to that extent, and defendant got the benefit thereof. Apart from the question of the sale to John W. Siddall, it was the right and the duty of the plaintiffs to do this work: *White v. City of London Brewery Co.*, supra; the plaintiffs were liable to reimburse John W. Siddall under the deed which they gave him—and therefore he did it as the servant or agent of the plaintiffs. The amount allowed was not assailed in argument.

The appeal must be dismissed with costs.

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DIVISIONAL COURT.

DECEMBER 6TH, 1909.

### LEE v. FRIEDMAN.

*Company — Unsatisfied Judgment against, for Wages — Action against Directors—Ontario Companies Act, sec. 94—Action by Assignee of Servant—Equitable Assignment—Validity—Status of Assignee—Statute, Penal or Remedial.*

Appeal by the defendants from the judgment of TEETZEL, J., 14 O. W. R. 457, in favour of the plaintiff.

The Wilbur Iron Ore Co. Limited, having their head office in Toronto, were sued on the 15th March, 1909, by Lee, Jackson, McGonigal, Richardson, and McMurtry, claiming as assignees of