

of the matters which should be determined by the arbitrators, after they had heard all the evidence, and not in advance.

The evidence was admissible, and the objection should have been overruled.

OCTOBER 12TH, 1915.

BRANDON v. BRADEN.

Contract—Partnership—Affairs in Hands of Receiver—Sale of Book-debts—Action against Purchaser for Price—Incomplete Contract—Assent of Receiver Withheld.

Appeal by the plaintiffs from the judgment of the Judge of the County Court of the County of Halton dismissing with costs an action for \$425 which, the plaintiffs alleged, was owing to them on a contract by the defendant to purchase from them certain book-debts. At the time of the alleged contract, the affairs of the plaintiffs, a mercantile partnership, were in the hands of a receiver appointed by the Court. The County Court Judge found that the receiver had not approved of the sale; and dismissed the action because, as he considered, the receiver's approval was necessary.

The appeal was heard by MEREDITH, C.J.O., GARROW, MACLAREN, and MAGEE, J.J.A., and KELLY, J.

W. Laidlaw, K.C., for the appellants, contended that the evidence shewed sufficient assent by the receiver, and that his actual formal consent was unnecessary.

G. T. Walsh, for the defendant, the respondent.

GARROW, J.A., delivering the judgment of the Court, said that the action was based upon a completed agreement; and, to make the transfer of book-debts complete, the express and formal assent of the receiver, if not also of the Court, was necessary.

The receiver appeared to have withheld his consent largely because the defendant alleged that he had been deceived in the purchase. The deception was, however, set up as one of the defences to the action, and was determined against the defendant at the trial. Possibly it would have been reasonable and proper for the receiver to have approved and carried out the sale—that might be inquired into by the Court whose officer he was—but it could not make the defendant liable as upon a completed contract which was so manifestly incomplete.

Appeal dismissed with costs.