

that the stenographer who took down the depositions was not sworn as required by Code s. 683.

R. B. Graham, for Attorney-General. *P. E. Hagel*, for prisoner.

COURT OF APPEAL.

Howell, C.J., Richards, Perdue, and Cameron, JJ.A.] [March 5.
FRASER v. CANADIAN PACIFIC RY. CO.

Contract—Sub-contractor for work on identical terms—Equitable assignment.

An agreement whereby a contractor for work sub-contracts with another to do the same work at the same price as he is to receive, and agrees to pay the second contractor in the same instalments as are stipulated for in the original contract with the property owner, does not constitute an assignment to the person who performs the work of the moneys to accrue under the original contract made by the property owner, and such transaction is not an equitable assignment of a chose in action.

M. G. Macneill and *W. L. McLaws*, for plaintiff. *Fullerton*, K.C., and *J. P. Foley*, for defendants.

Province of Saskatchewan.

SUPREME COURT.

Wetmore, C.J., Newlands, Lamont and Johnstone, JJ.]

THE KING v. HOO SAM. [March 9.

Evidence—Confessions and admissions—Trial—Misdirection—Presumption—Foreign language.

Held, 1. An entirely voluntary confession by the accused made to one in authority and without interrogation by the person in authority is admissible, although no caution or formal warning was given the accused.

2. A confession made to one not in authority in the presence of a person in authority need not be preceded by a warning, if it is shewn affirmatively that the confession was free and voluntary.