

to pay to the Port Arthur School Board a proportion of the cost of maintenance of the High School in respect of pupils residing in the town attending the High School affirmed, but that part thereof directing a mandamus to the mayor and councillors of the town to pass a resolution to the treasurer to pay the amount struck out as unnecessary.

G. Bell and T. G. Thomson, for the appellants. *Aylesworth*, Q.C., for the respondents.

HIGH COURT OF JUSTICE.

Armour, C.J., Street, J.] LAIDLAW v. LEAR. [Nov. 1, 1898.

Injunction—Restraining publication of stenographer's notes taken in capacity of clerk—Implied contract not to publish—No disclosure of crime.

Anyone employed as a clerk is under an implied contract that he will not make public that which he learns in the execution of his duty as such clerk; and a stenographer who had taken notes of certain letters while employed in a solicitor's office, and had carried them away with him on being dismissed, will be restrained from publishing them, as well as a third party who had obtained them from him and who has no greater right to them.

As the letters furnished no evidence of any crime, the enjoining their publication was no interference with criminal justice.

Judgment of FALCONBRIDGE, J., affirmed.

Oster, Q.C., *E. F. B. Johnston*, Q.C., and *Raymond*, for plaintiffs; *Love*, for defendant *Lear*; *Macdonald*, a defendant, in person.

Meredith, C.J., Rose, J., MacMahon, J.] [Nov. 1, 1898.

HEYD v. MILLAR.

Chose in action—Verbal equitable assignment—Subsequent written assignment—Priority on fund.

A present appropriation, by order, of a particular fund operates as an equitable assignment, and a promise or executory agreement to apply a fund in discharge of an obligation has the same effect in equity.

The wife, who had authority, of a client who was indebted for costs to a firm of solicitors, instructed one of the firm after its dissolution to sell certain land and retain the costs out of the proceeds as a first charge. The land was sold by a new firm of which another member of the old firm was the principal member.

Held, 1. The wife's instructions amounted to an equitable assignment and that the solicitors were entitled to the proceeds of the sale as against an assignee of the same subsequently made.

2. The transaction was not a contract concerning land but an agreement to apply the proceeds of land when sold.

Judgment of the County Court of the County of York reversed.

Riddell, for the appeal. *Heyd*, contra.