

names as assignee of a chose in action. The plaintiffs were contractors for certain building work, under which contract they claimed to recover from the defendants £2,788. It appeared that in order to secure their current indebtedness to a bank, the plaintiffs by an instrument in writing had assigned to the bank all money due or to become due under the contract in question and empowered the bank to sue for the recovery thereof in the plaintiffs' name and to give effectual receipts and discharges for the moneys assigned. Notice in writing of this assignment had been given by the bank to the defendants. The question therefore was whether this was an absolute assignment or one purporting to be by way of charge only. Wright, J., considered it was to be by way of charge only, and held that the plaintiffs might proceed with the action, but the Court of Appeal (Matthew, and Cozens-Hardy, L.JJ.) reversed his decision, holding that as the effect of the instrument was to pass the whole right and interest of the assignors payable under the contract by way of security it was "an absolute assignment not purporting to be by way of charge only" within the meaning of the Judicature Act, s. 25, sub-s. 6 (Ont. Jud. Act, s. 58, sub-s. 5).

CRIMINAL LAW—SEAMAN—OFFENCE—DESERTION—ABSENCE WITHOUT LEAVE
WILFUL DISOBEDIENCE—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. C.
60) s. 376, SUB-S. 1.

Edgill v. Alward (1902) 2 K.B. 239. Upon a case stated by magistrates, the Divisional Court (Lord Alverstone, C.J., and Darling, and Channell, JJ.) held that under the Merchants Shipping Act, 1894 (57 & 58 Vict. c. 60) s. 376, sub-s. 1 (*d*), a seaman may be convicted of wilfully disobeying a lawful command of the master of the ship, although the act of disobedience amounts to the offence of desertion or absence without leave under clauses (*a*) or (*b*) of sub-s. 1.

EXECUTION—SEIZURE BY SHERIFF AND SUBSEQUENT WITHDRAWAL—NO RETURN
TO WRIT.

Re a Debtor (1902) 2 K.B. 260, although a bankruptcy case, is deserving of notice because it turns on a principle of practice of general application. The question at issue was whether a notice of bankruptcy had been validly given, and this depended on whether the creditor giving the notice was in a position to do so, before obtaining a return to a *fi. fa.* which he had placed in the