

as registrar were required to be vouched by the superintendent registrar. On March 8, 1904, the defendant in consideration of an advance to carry on his business assigned to his father all his fees and salary as public vaccinator and registrar of births and deaths by way of mortgage. The father admitted that he took the assignment for the purpose of preventing his son's home being broken up by execution of the suit of the plaintiff. On the 24th March the first attaching order was issued, attaching all debts due and accruing due from the garnishees to the judgment debtor. At the date of this order the debtor had earned £38 18s. 6d. for vaccination fees and £7 8s. 1d. for registration of births, etc. On April 8th the garnishees gave a cheque to the debtor for £38 18s. 6d. which he indorsed to his father as assignee. And on April 22nd they gave him a cheque for £8 3s. 1d., which included the £7 8s. 1d. and a further sum of 15s. subsequently earned as registrar. This cheque was also indorsed by the debtor in favour of his father as assignee. On the application by the judgment creditor against the garnishees for an order to pay over they set up (1) that the fees in question were not attachable, as not being a present debt; and secondly, because they were in the nature of a salary not payable till pay-day comes, and there was nothing actually due at the time the attaching order was made; (2) that the claims had been assigned. Barnes, J., held that the fees in question constituted a debt accruing due, and as such were bound by the attaching order, and that the assignment was void under the Statute of 13 Elizabeth, c. 5 (R.S.O. c. 334, ss. 1-5); and that the judgment creditor was entitled to payment from the garnishees notwithstanding the payments made to the debtor.

SALE OF GOODS—CONDITIONS ATTACHED TO GOODS AS TO TERMS OF THE SALE THEREOF — NOTICE — RIGHT OF PURCHASER TO DISREGARD CONDITIONS.

McGruther v. Fitcher (1904) 2 Ch. 306, was a somewhat similar case to that of *Taddy v. Sterious* (1904) 1 Ch. 354 (noted ante p. 306), in which Farwell, J., came to a different conclusion. The goods in question were patent rubber revolving heel pads. The goods were manufactured and sold by the plaintiffs in boxes on the lid of which was a notice that they were sold to dealers subject to a condition that they should not be retailed for less than a certain specified sum. The defendant bought some of the goods and was orally informed of the condition, but had resold some of