

Majesty in Council as he might have done. The question of the duty of a railway company to protect its passengers from assault was not considered to be a question of law of sufficient importance to warrant leave to appeal being given to a railway company seeking to deny that the law imposes such a duty on them.

**ASSIGNMENT—CHOSE IN ACTION—NOTICE—MORTGAGE—ACKNOWLEDGMENT IN MORTGAGE OF RECEIPT—ASSIGNEE—JUD. ACT, s. 25, SUB-S. 6, (ONT. JUD. ACT, s. 58 (5)).**

In *Bateman v. Hunt* (1904) 2 K.B. 530, the plaintiffs as assignees of a mortgage claimed to recover the amount acknowledged to have been received by the mortgagors in the body of the mortgage and also in a receipt endorsed thereon, and several objections were raised by the mortgagors to their right to recover. The mortgage was originally given under the following circumstances—viz., a solicitor was instructed by the defendants to procure a loan for them of a specified amount on the security of a mortgage. The mortgage deed was prepared and executed by the defendants purporting to be in consideration of the specified sum the receipt whereof was acknowledged in the body of the deed, and also in a receipt indorsed thereon. The solicitor himself advanced a sum of money, the amount of which was disputed, but the mortgage was made out in the name of a clerk in his office as mortgagee. The clerk subsequently assigned the mortgage to the solicitor, who afterwards assigned it by way of a sub-mortgage to the plaintiffs' testator. The solicitor and the plaintiffs' testator died without ever having given notice of the assignments to the defendants; but notice was given by the plaintiffs before action of both assignments. The defendants contended (1) that the plaintiffs were not entitled to sue in their own names, because the notice was insufficient under the Jud. Act, s. 25, sub-s. 6 (Ont. Jud. Act, s. 58 (5)). (2) That if entitled to sue they were bound by the equities between the defendants and the original mortgagor, and that the full amount purported to be secured had not in fact been advanced, and that was one of the equities to which the plaintiffs as assignees were subject. The judge at the trial (name not given) gave judgment in favour of the plaintiffs and the Court of Appeal (Collins, M.R., and Stirling and Matthew, L.JJ.) affirmed his decision, holding that the statute prescribes no limit of time within which notice is to be given, and that it is sufficient if given