

made provision in respect of crops in any particular place or while on a farm only, but in respect of 'crops' generally, no matter where situate."

A. B. Carscallen, for plaintiff. F. Stone, for defendants.

Teetzel, J.]

[July 23.]

EBY, BLAIN CO. v. MONTREAL PACKING CO.

Chose in action—Assignment of book debts to creditor—Notice not given to debtors—Cheque in payment of book debts received by debtor as agent of assignee—Transfer of cheque to another creditor—Property in cheques.

The Eby, Blain Company obtained from the plaintiff Atkinson an assignment of present and future book accounts as security for past indebtedness and for further advances. No notice of this assignment was given to the parties owing the book accounts. Atkinson was permitted to collect the accounts and to use the proceeds in paying general expenses and liabilities up to about July 26, 1907, when this privilege was withdrawn and he was constituted agent for the Eby, Blain Co. to make collections solely for their benefit. The defendants were also creditors of Atkinson and on the 29th of August they were notified of the assignment to the Eby, Blain Co. On September 27th an agent of the defendants called at Atkinson's store and prevailed upon the bookkeeper to deliver to him on account of defendants' claim \$107.61 in cash and cheques of persons owing book accounts amounting to \$633.01.

Held, that under the circumstances of this case the absence of such notice did not affect the plaintiff's rights. As between Atkinson and the Eby, Blain Co., the former by the assignment divested himself of all property in the book accounts and after his appointment as agent to collect and transmit the proceeds, any other disposition of them would have been wrongful. When the cheques were delivered to the defendants they had actual notice of the assignment of the accounts represented by the cheques, and the fact that, as between the Eby, Blain Co. and the debtors the former could not have maintained in their own name an action by reason of notice of the assignment having been given under s. 58, s.-s. 5, of the Judicature Act cannot be taken advantage of by the defendants after the debtors have paid the accounts to the assignees' agent. Without the notice the