

agreements authorized plaintiff to collect defendant McVeity's salary from the city treasurer each month, as the same became payable, until the whole of the indebtedness with interest, together with the amount of any future advances made by plaintiff to defendant McVeity, with interest at the rate aforesaid, should be fully paid and satisfied. By the other agreement defendant McVeity agreed to pay off his indebtedness, with interest at 8 per cent., in monthly instalments of \$40 each. Plaintiff agreed to accept payment of the same in instalments of \$40 or more per month, and not to enforce the assignment so long as no default was made in payment of the instalments. Both agreements referred to and confirmed a previous assignment of salary to plaintiff, dated 8th March, 1898. Plaintiff claimed the full balance of the indebtedness.

The defence of defendant McVeity was that at the date of the issue of the writ, 2nd July, 1904, there had been no default and that in consequence nothing was due.

G. F. Henderson, Ottawa, and G. D. Graham, Ottawa, for plaintiff.

J. E. O'Meara, Ottawa, for defendant McVeity.

Taylor McVeity, Ottawa, for defendant corporation.

THE MASTER.—No date is fixed for the payment of the first instalment, nor is the day of the month on which instalments are to be paid specifically set forth. The first payment was in fact made on 2nd November, and the agreements bear internal evidence that payments were to be made at or about the beginning of each month. Plaintiff is authorized to collect the salary "each month as the same becomes payable;" but he agrees not to enforce the assignment so long as no default is made in payment of the instalments. It appears to me to have been the intention that an instalment should be paid each month at the time of receipt by defendant McVeity from the city of his monthly cheque, which is shewn to have been at the beginning of each month. Reckoning in this way, the 33rd instalment was due on 1st July, 1904, the day before the issue of the writ. The payments on account after the first two, were made quite irregularly, both as to amount and time of payment, and Mr. McVeity was frequently in default. On 23rd December, 1903, a notice reciting default and claiming under the assignment was served on the city treasurer, but nothing further was done, and other payments were subsequently made. On 8th March, 1904, while Mr. McVeity was in England, plaintiff secured from the