"charge or lien," it was not a "security" of which notice must needs have been given.

Also, admitting for the sake of argument, that the debt secured by the assignment of the legacy, was released by the general assignment, yet afterwards R.B.M. had allowed a judgment for $600 to pass against him, and there was nothing to prevent his making payment in satisfaction thereof. And having made in effect a complete and irrevocable payment with the legacy due him, there were no longer credits of R.B.M. in the hands of J.C.M., or a right of recovery in respect of the legacy in R.B.M., on which plaintiff must needs depend for his right.

Banks v. Mackintosh, 27/480.

9. **Employing assignor to manage—Unauthorized payment—May be recovered by assignee.**]—W., who had been carrying on the business of brick-making, made a general assignment for the benefit of creditors, to the plaintiff, who thereupon employed W. as his agent, to carry on the business during the administration of his trust. Of the deed of assignment, the defendant, who was a creditor, had the usual notice, and responded in such a way as to affect him with knowledge of its terms. Without authorization from the plaintiff as assignee, W. paid the defendant at several times, sums of money out of the assets of the insolvent estate, on account of an indebtedness contracted before the date of the assignment. In an action by the plaintiff as assignee:—Held, that these sums might be recovered back.

Dickie v. Northup, 24/121.

10. **Employing assignor—With power of attorney—Binding assignee.**]—A., doing business as "J. A. & Son," made a general assignment to defendant H., who was his brother-in-law, for the benefit of his creditors. The assignment contained a clause authorizing H. to employ A., or some other person, to execute the trusts of the assignment, and in carrying on the business if thought expedient. On the day following, H., as trustee, executed a power of attorney to A., authorizing him "to collect money, prosecute suits, draw, make and indorse bills, cheques, notes, etc.," in the name of the trustee, and generally to do all acts in relation to the estate, as fully as the trustee might do himself.

Under this power of attorney, A. went into possession, continued the business, bought and sold goods, made notes, etc., for upwards of five years. For goods purchased from plaintiff he gave a note signed "J. A. & Son," and "H., per J.A., Atty."

Plaintiff now sought to recover against both A. and H.

Held, Graham, E.J., dissenting, that both were liable. Per Meagher, J., the question is not so much the construction of the deed, as the relationship between the parties, intended, under all the circumstances, and H. having full control over A., and having permitted him to continue the business, etc., was bound to have knowledge of his acts, and could not now repudiate them.

But in the Supreme Court of Canada:—Held, reversing the decision above, Gwynne, J., dissenting, that the evidence clearly showed that the credit as to the goods sold was given to A., not to H., that A. had not carried on the business after the assignment at the instance, or as the agent of H., nor for his benefit; that A. was not authorized to sign H.'s name as he did; and that H. was not liable either as a person to whom the credit was given nor as an undisclosed principal. Also, though H. were guilty of a breach of trust in allowing A. full control as he did, that would not render him liable in this action.

Anderson v. Allen, 25/22.
Hechler v. Forsyth, 22 S.C.C. 489.

11. **Payment to preferred creditor—Void assignment—Execution.**]—Where an assignment has been held void under the Statute of Elizabeth, and the result of such a decision is that a creditor who had subsequently obtained judgment against the assignor, and, notwithstanding the assignment, sold all the debtor's personal property so transferred, becomes entitled to all the personal property of the assignor levied upon by