for trial before A. J. McColl, C.J., Local Judge of the British Columbia Admiralty District, on 8th April, 1899.

Peters, Q.C., and *W. A. Gilmour*, for plaintiffs, contended that the assignment not being absolute, but by way of security only for advances, the lien was not lost but could be asserted by plaintiffs for the benefit of assignee.

Wilson, Q.C., and *Corbould*, Q.C., for Bank of Montreal, interveners.

The Local Judge now (17th April, 1899) delivered judgment:

McColl, C.J., Loc. J.:—The plaintiffs before action, but after their wages had accrued due, assigned them to one Mellon by assignments absolute in form. Evidence was given to show that Mellon or his firm had advanced to the plaintiffs in different sums at various times the full amount of their wages, and it was contended that because the plaintiffs are liable personally in respect of these advances, the assignments are not a bar to recovery in this action. The right of action in rem for wages is personal and cannot be assigned: *Rankin* v. *The Eliza Fisher*, 4 Ex. C. R. p. 461. And I do not see how I can give effect to the plaintiffs' contention. The assignee, as it seems to me, is a necessary party to the action. It is admitted that he has indemnified the plaintiffs against the costs of this action and that it is for his sole benefit. I find lest it should be considered material in appeal that the advances were made as claimed. Judgment for the Bank of Montreal, interveners, with costs.

Flotsam and Jetsam.

The following incident is mentioned by Josiah Quincy in his entertaining little book, entitled "Figures of the Past," of a journey that he made in stage-coach days—away back in 1826—from Boston to Washington, with Mr. Justice Story, of the Federal Supreme Court:

"The justice was telling of the routine of the court's Washington social life. 'We dine,' he said, 'once a year with the president, and that is all. On other days we take our dinner together and discuss at table the questions which are argued before us. We are great ascetics, and even deny ourselves wine, except in wet weather.' Here the judge paused, as if thinking the act of mortification he had mentioned placed too severe a tax upon human credulity, and presently added: 'What I say about the wine, sir, gives you our rule, but it does sometimes happen that the chief justice will say to me, when the cloth is removed: "Brother Story, step to the window and see if it does not look like rain." And if I tell him that the sun is shining brightly, Judge Marshall will sometimes reply: "All the better; for our jurisdiction extends over so large a territory that the doctrine of chances makes it certain that it must be raining somewhere."