now forms part of the Mercantile Amendment Act in the Revised Statutes (c. 116, ss. 6. 12). The Act is retrospective in this sense that it applies to assignments of debts and the like made before it came into operation, so as to give the assignee the right to sue in his own name: *Cole* v. *Bank of Montreal*, 39 U. C. R. 54, and *Wallace* v. *Gilchrist*, 24 C. P. 40.

It has been held that the Act does not apply to cases where the assignment is made by way of pledge to secure a smaller sum and when the assignee has not absolutely transferred his whole interest: *Hostrauser* v. *Robinson*, 23 C.P. 350. But the Act may properly extend to the assignment of one of the payments in a mortgage payable by instalments, or a specific sum of money due on a covenant in a deed providing for other independent matters between the parties, or for one of two distinct claims embraced in an award: see *Wellington* v. *Chard*, 22 C. P. 518. So a valid assignment under the statute can be made of a sum of money awarded, without an assignment of the bond of submission as the foundation of the contract: *Ib.*

Neither does the Act extend to cases where the assignee holds the chose in action as a trustee for others and without any beneficial interest therein himself. To borrow the language of Chief Justice Moss, the Legislature had no intention of permitting the holder of a doubtful claim to transfer it for the mere purpose of litigating it in the name of the assignee and of avoiding personal responsibility. That would invite serious abuses of the law: *Wood* v. *McAlpine*, 1 App. R. 242. Of course, the Act was never intended to make claims assignable which by the policy of the law could not be validly assigned before the statute was passed, such as the future half-pay of an officer and a bond given by a husband and his surety to a trustee to secure payment of future alimony to his wife, in pursuance of a decree of the Court of Chancery: *Reiffenstein* v. *Hooper*, 36 U. C. R. 295. Apart from this consideration however a future debt or a contingent debt may be validly assigned: *Percy* v. *Clements*, 22 W. R. 803.

Among other cases decided upon this statute may be mentioned *Fowler* v. *Vail*, 27 C.P., 417, where it was held that a judgment was *prima facie* a debt and as such assignable under the Act so as to enable the assignee to sue therefor in his own name: *Blair* v. *Ellis*, 34 U. C. R. 466. In this case a curious question arose as to the effect of one partner assigning to his partner and himself a debt due from the defendant to the assignor. It was determined that both partners could sue for the debt in their joint names. In *Howell* v. *McFarland*, 2 App. R. 31, it was held that one partner had the right to assign debts due to the firm, so as to entitle the assignee to sue for the debts under the statute.

As to matters of pleading it has been decided that allegations in declaration that a chose in action was duly assigned in the manner required by the Act are sufficient upon demurrer: *Cousins* v. *Bullen*, 6 P.R. 71. Also, that where it appears that the assignor has divested himself of all beneficial interest, and the thing assigned is a debt or chose in action, the action *must* be brought in the name of the assignee: *Dawson* v. *Graham*, 41 U.C.R., 540. And in *O'Connor* v. *McNamee*, 28 C.P. 141, it was laid down that a party who assigned a debt to another could on a re-assignment to himself sue as if he had never assigned, and that he could reply such re-assignment to a plea setting up the assignment and that there would be no departure.

Upon the whole, and having regard to