

ments properly made by him and liabilities properly incurred by him on account of the ship during the months of April, May, June, July, and August, 1894. The ship was taken possession of by the Third National Bank, as mortgagees, on the 27th August, 1894, and they now intervene as defendants. The Peninsular Savings Bank also intervene as defendants, claiming same right or interest in the same mortgage.

The City of Windsor was a passenger steamer registered at the port of Windsor, and was placed on the route between Toronto and St. Catharines, in the season of 1894, by her owner. With consent of the mortgagee, Captain Symes was appointed master.

On the 11th day of May, The City of Windsor started for St. Catharines, arriving there on the 13th, and the boat was at once placed on the dry dock by the owner's orders to have her bottom scraped, and several other minor repairs made. The owner during the whole season supplied little or no money for the running expenses of the boat. One or two small drafts drawn upon him by the master were paid, while others were protested for non-acceptance or non-payment. The owner had no agent at either St. Catharines or Toronto. In his letters to the master, he was urging him not to draw on him for necessary outlays, but to try to meet his accounts and bills from the boat's earnings.

In the month of May the boat met with several accidents, necessitating her going into dry dock. A second accident occurred through the engineer disobeying a signal going through the canal, and, in consequence of an injury caused to the canal, the boat was tied up for some weeks by the Government, and was not released for about three weeks. The business done throughout the season was unsatisfactory. Money enough was not earned to pay running expenses and the charges for the repairs necessitated by the several casualties above alluded to. The master had to purchase coal, provisions, and other necessaries for the boat on credit. Money was borrowed to pay wages and various liabilities incurred, amounting in the aggregate to about \$2,500, outside of the master's present claim for wages.

The master swears that he endeavoured to raise money on the credit of the owner, but was unable to do so. Reeves gave the master \$100 on leaving Windsor in May, \$20 at another time, and paid one draft drawn on him by the master amounting to \$50. Beyond this, he paid nothing towards the expenditure incurred during the season.

On the 27th August, 1894, the defendants, the Third National Bank, mortgagees, took possession of the boat. The seamen and master were paid up to that date, and the boat was laid up for the balance of the season. On the 31st day of August, the master commenced the present action for his own claim and for the amount of the various debts he had incurred on account of the ship. Nearly all the creditors were examined, and detailed the circumstances under which they supplied the goods to the steamer. A large number swore that they supplied the goods they charged for solely on the credit of the master, with whom they were personally acquainted, and stated the fact that as they were totally unacquainted with the owner they did not credit him. Others declared that they supplied the goods on the joint credit of the ship and master, and a few admitted that they did not look to the master, but had supplied the goods in the usual course of their business to the ship, charging the account to The