

tacy and the devisee took the whole premises. See *In re Alexander* (1910), W.N. 36; *In re Champion* (1893), 1 Ch. 101; *St. Thomas Hospital v. Charing Cross R.W. Co.*, 1 J. & H. 404.

Wm. Charlton, Grayson Smith, and J. E. Jones, for the various parties.

Riddell, J.] PRICE v. PRICE. [June 16.

Husband and wife—Alimony—Wife living in husband's house, he supplying her food but not with clothing.

Action for alimony. The wife was living under her husband's roof though not occupying the same bed and did not desire the resumption of marital intercourse. He supplied her with food, but not with clothing, and notified the storekeepers not to supply her with clothing at his expense.

Held, that under the circumstances there could be no alimony; the right to which is found in Ont. Jud. Act, s. 34. As long as the wife remains in her husband's house, the law only enables her to enforce the marital obligations to supply her with clothing by a circuitous route, viz., by pledging the credit of her husband for necessities. See *Debenham v. Melton*, 5 Q.B.D. 394, 398.

G. F. Mahon, for plaintiff. H. W. Mitchell, for defendant.

OFFICIAL REFEREES.

Kappelle, O.R.]

RE STANDARD MUTUAL FIRE INCE. CO.
MUSSON'S CASE.

[June 11.

Company—Winding-up—Contributory—Shares held by agent or trustee—Liability.

This was an application to place the name of T. C. Musson on the list of contributories in respect of the amount unpaid on 20 shares of stock standing in his name in trust for the Union Fire Agency, Limited. The referee found that Musson was the nominee of the United Fire Agencies, Limited, holding shares for them in trust. It was urged that Musson was simply the agent for a disclosed principal, and that the principal should be placed on the list of contributories and not the agent. See *Winding-up Act*, s. 51, and *Ont. Ins. Act*, R.S.O. (1897), c. 203, and *Ont. Companies Act*, ss. 66, 71, 72.