as an offshoot of the doctrine of reputed ownership. Lord Justice James is of opinion that the doctrine of reputed ownership was really the foundation of Lord Cranworth's judgment in In re Rowland and Crankshaw.

In Kelly v. Scott, 49 N. Y. 595, the Court of Appeals of the State of New York laid down the same doctrine. In Kleeck v. McCabe, 87 Mich. 599, and in Thayer v. Humphrey, 91 Wisconsin 276, the like rule was applied.

While there is an obvious difference between the present case and those to which I have referred, in that the ostensible partners of the real proprietors in those cases became personally liable to creditors, whereas in the present instance his infancy protects John Smart from personal liability, the preferential rights of the creditors of the ostensible firm are made to depend not upon the joint liability of the ostensible partners, A. and B., but upon the fact that the property with which the business of the ostensible partnership is carried on, though in law that of A. alone, will in equity be treated as the joint property of A. and B., with precisely the same incidents as if the partnership had been real and not merely ostensible. Had there been in the present case a real partnership between William Smart and John Smart, while the infancy of the latter would have precluded the plaintiffs from recovering a personal judgment against him, nevertheless all the partnership property, including the interest therein of the infant partner, would have been exigible to satisfy partnership debts: Lovell v. Beauchamp, [1894] A. C. 607. The fact that John Smart because of his minority escapes personal liability, does not affect the rights of persons who gave credit to the ostensible partnership to resort for payment to what were the apparent assets of such ostensible partnership in the same manner and to the same extent as if there had been a partnership in fact.

The hardship to which Mrs. Green is subjected by the application of this rule is manifest. But Lord Justice James said in Ex p. Hayman: "The hardship would have been exactly the same if there had been a real partnership. . . . The same consequences would then have happened as happen where there is only an ostensible partnership."

The plaintiffs will, therefore, have judgment against William Smart, trading under the name of "W. & J. Smart," for the sum of $988.63, with interest from 9th April, 1907, and costs of this action other than costs incurred upon or by reason of the interpleader proceedings.