

Also, that under O. 16, R. 5, the defendant H. could be joined, although he was not connected with one of the acts of trespass complained of.

Henry, K.C., for plaintiff. Chisholm, K.C., and T. R. Robertson, for defendants.

Longley, J.]

[Oct. 23.

EASTERN TRUST CO. v. BOSTON-RICHARDSON CO.

Advance of money to pay wages—Claim of lien dismissed.

G. & Son, acting as agents for the defendant company had been in the habit for some time of advancing money for the payment of wages, on orders drawn upon them by the company, and afterwards drawing upon the company to reimburse themselves for the amounts so advanced. The company being in default to bondholders, a winding-up order was granted and the plaintiff company appointed receivers. After the winding-up order had been granted the receivers had entered into possession, G. & Co. secured assignments of their claims and rights from the employees whose orders they had paid, and claimed a lien on account of the advances made, and to be placed in the same position that the men would have been in if their wages had not been paid.

Held, that G. & Co. were not entitled to the lien claimed, the moneys advanced by them having been paid in accordance with the previous course of business, and entirely on the credit of the company, and without any agreement between them and the men to whom the moneys were advanced for an assignment of their rights in consideration of such advances.

W. B. A. Ritchie, K.C., for claimants. Mellish, K.C., for Trust Company.

Longley, J.]

[Oct. 23.

HALIFAX GRAVING DOCK CO. v. MAGLIULO.

Shipping—Advance of money for purposes of repair—Priority of payment as against attachers under absent or absconding debtor process.

Defendants' vessel arrived at H. in a damaged condition and it being necessary to procure funds to enable the cargo to be removed for the purpose of enabling a survey to be held and repairs effected an advance of \$2,000 was obtained from W., the security for which was an agreement signed by the master of the