

out not to be the case. The defendants counterclaimed for \$375 upon the two notes. The action was tried without a jury at Toronto. The learned Judge finds that it was a term or condition of the agreement of sale that the yacht should be seaworthy; that it was not seaworthy at the time of the sale; and that the defendants knew it. Judgment for the plaintiff for \$500 and interest from the 2nd June, 1914; for delivery up for cancellation of the two notes; and for \$350 damages and the costs of the action. Counterclaim dismissed. The defendants to be entitled, on payment of the amount of the judgment, to the return of the yacht. J. M. Langstaff, for the plaintiff. H. C. Macdonald, for the defendants.

WALKER V. BROWN—BRITTON, J.—JUNE 5.

Receiver—Application for Receivership Order—Business and Property of Married Woman—Judgment Obtained against Husband—Absence of Fraud..]—Motion by the plaintiffs for the appointment of a receiver of the moneys coming from a drug-store carried on in the name of the defendant Effie F. Brown. It was alleged by the plaintiffs that the business and money were really the property of the defendant J. T. Brown, the husband of the other defendant, and should be available for payment of his debts, and that carrying on the business in the name of the defendant Effie F. Brown was a fraud upon the plaintiffs and other creditors, if any, of the husband. In 1905, the plaintiff Walker recovered judgment against the defendant J. T. Brown for more than \$1,100. The motion was heard in the Weekly Court at Toronto. BRITTON, J., said there was no suspicion that the money invested by the defendant Effie F. Brown was the money of her husband, and there was no evidence of any fraudulent scheme in the purchase of the business by her and the employment of her husband to work for her. Reference to 34 Cye. 18, 19. There was nothing shewn that would indicate any reasonable probability that the defendant Effie F. Brown intended to do anything with the property which would defeat the plaintiffs if judgment were recovered by them against her. Motion dismissed with costs in the cause to the defendant Effie F. Brown. Hamilton Cassels, K.C., for the plaintiffs. Grayson Smith, for the defendant Effie F. Brown.

CORRECTION.

IN BURROWS V. GRAND TRUNK R.W. Co., ante 459, the senior counsel for the defendant railway company was *D. L. McCarthy*, K.C.