I think, as the learned Judge finds, the "Norwalk" is solely to blame.

A minor point was raised by Mr. Clarke as to that part of the judgment ordering the defendants to pay the costs of the intervenant up to the time of the allowance of the intervention. It was stated that no opposition was made to the intervention, and that in the previous part of the learned Judge's reasons it was stated that it has been admitted by the parties that the intervenant was the owner of the cargo and "the foregoing motion is consequently granted, but without costs." The learned Judge, however, when using this language, was dealing with an application on behalf of the plaintiffs for leave to amend the statement of claim. The motion on behalf of the intervenant had been previously dealt with, and an order made October 21st, 1908, and the costs were reserved. No doubt the learned Judge would amend the judgment if it was not intended to order the defendant to pay these costs.

The appeal is dismissed with costs. I think there should be no costs of the appeal to or against the intervenant.

Appeal dismissed.

NOVA SCOTIA.

SUPREME COURT. JULY 28TH, 1909.

LOVITT v. SWEENEY ET AL.

Land — Fraudulent Conveyance — Insolvency of Grantor— Possession at Time of Conveyance — Title — Pleading— Amendment.

G. Bingay, K.C., for plaintiff.

J. A. Grierson, for defendants.

RUSSELL, J.:—The plaintiff accommodated the defendant Jacob Sweeney by endorsing his promissory note or notes, having as security some shares in a joint stock company. The said defendant desiring further accommodation, plaintiff agreed to endorse, provided security could be given, and defendant offered him as such security a deed of a property at Weymouth. Plaintiff accordingly endorsed to the extent of $3,000 on the security of the conveyance which was made on July 1st, 1904, the note being endorsed in October, 1904. The note so endorsed was not paid at maturity, and was renewed for $1,850. About a year later, Jacob Sweeney having