summarily without reasonable notice: *Greene* v. *Wright*, L.R. 1 C.D. 591. I, therefore, allow him $100 for a month's wages, with an allowance for his board of $30.

Having disposed of the various claims for disbursements, liabilities, and the master's claim for wages and damages, there remains but one question further to be considered. Is the plaintiff to have the amount of such wages, damages, and disbursements or liabilities, or any of them, paid out of the proceeds of the vessel in priority to the claims of the mortgagees? The cases of *The Chieftain*, Brown & Lush, 212; *The Mary Ann*, L.R. 1 A. & E. 8; *The Feronia*, L.R. 2 A. & E. 65; and *The Hope*, 28 L.T. Rep. N.S. 287, seem to be conclusive upon this point. In *The Mary Ann*, at p. 12, Dr. Lushington says (speaking of the Admiralty Act of 1861): " . . . I think under this Act a seaman would have a maritime lien for his wages, although fixed by special contract, because before the Act he had such a lien for wages earned, not under any special contract. And for a similar reason there would be a maritime lien for damages done by the ship. If this be so, then under this Act the master, claiming for disbursements, is to be preferred to the mortgagee because, before the Act, his claim for disbursements was entitled to similar preference in the only case where the court could take cognizance of such disbursements, namely, in the case of a set-off." I refer also to the case of *The Marco Polo*, 24 L.T.R. N.S. 804, where the mortgagees' claim was postponed to the master's claim for disbursements and liabilities incurred by him on account of the ship.

From these decisions, it is clear that a master's lien for his wages and disbursements (including, under our statute of 1893, liabilities properly incurred by him on account of the ship) takes priority to the claim of the mortgagees under their mortgage. Of course, this means as to disbursements and liabilities incurred by the master before the mortgagees took possession of the ship under their mortgage.

There will, therefore, be judgment for the plaintiff in this action for $1,196.17, in respect of proper disbursements and liabilities properly incurred on account of the ship, and for $130 for wages and his claim for wrongful dismissal, in all, $1,326.17, subject to this direction: That, as to the liabilities allowed to the master herein, he must deposit with the registrar the vouchers showing payment by him of the several claims outstanding to the various creditors which are unpaid, and of the amounts which have been allowed to him by me as proper liabilities incurred by him on account of the ship. I also allow the master his costs of this action, and, in default of the payment into court of the amount above awarded and costs within thirty days from the date of this judgment by the intervening defendants (the mortgagees), who claim to have been in possession of The City of Windsor when arrested by the warrant in this action, I order that the said ship be sold pursuant to the usual practice of this court, and the proceeds brought into court. And that, after payment out to the plaintiff of the various sums herein awarded to him according to the terms of this judgment, together with his costs of the action and the costs (if any) of the sale, the balance be paid over to the defendants, the mortgagees.