

possession, or does something equivalent thereto, is not entitled to an account of the money earned by the vessel for freight. But where in a suit, by the mortgagees of a part-owner of a vessel, the defendant, the owner of the other shares, admitted that he was sailing the vessel for the joint benefit of himself and the other owners, other than the plaintiffs, though previous to the institution of the suit he had only asked for evidence that the agent of the plaintiffs really held for them :

Held, that the fair inference was that the defendant was sailing for whomsoever might be the owners, or entitled to the earnings, and that, having had sufficient information to acquaint himself of the fact that the plaintiffs had not acquired an absolute title to the shares mortgaged to them, he had thus recognised the right of the mortgagees to demand an account.

Quere, whether co-owners of a vessel have a right to share in the profits thereof, earned in ventures to which they do not assent; as a majority of the owners can employ the vessel against the will of the minority, who, however, can compel the majority to give a bond to restore the vessel in safety, or pay the minority the value of their shares :—In such case the minority do not share the hazard, neither are they entitled to the benefit of the voyage.

One C. entered into agreements with several parties to carry freight for them at certain named prices, "to be paid to the defendant," not mentioning any particular vessels in which the same was to be carried, and then agreed with the defendant, as part-owner and master of vessels in which the plaintiffs had an interest, at rates considerably below the sums agreed upon; and the defendant and C. both swore that the arrangement had not been made by C. as the agent of the defendant :

Held, that the fact of the defendant having rendered an account in his own name, and also such for a portion of the freight, was not sufficient to countervail the positive denials of the defendant and C. that the contracts had not been made on behalf of, and as agent for, the defendant; freight being *prima facie* payable to the master of

a vessel, and the cargo need not be delivered by him until the freight thereof is paid; although in any other transaction such conduct would have been very strong evidence of the defendant having been the principal contractor.

CANADA REPORTS.

ONTARIO.

INSOLVENCY CASES.

IN RE CRONK.

Married woman—Claim on husband—Insolvent estate—Money paid him by her.

[St. Thomas, Aug. 4.

The claimant was a widow when she married the insolvent; her former husband had devised lands in trust for the benefit of herself and an only daughter. After her marriage with the insolvent she handed over the rents of the lands to him, which he used in his business. No entries were made in his books of the receipt of such moneys, nor had she any memorandum acknowledging such receipt. The daughter lived with her mother as a member of the family of the insolvent during her minority. In liquidation of the daughter's share of the rent, the insolvent purchased a piano for her, which she accepted as in full of her claim. After the estate of the insolvent was placed in compulsory liquidation, the wife claimed all the rents for more than eight years with interest, and sought to be ranked as a creditor therefor. She had also owned separate property which the husband induced her to sell and give him the proceeds, some \$800. In order to secure her in that sum, he caused the title of certain land in Aylmer to be conveyed to her and himself jointly. He subsequently fell in arrear with his creditors, and induced her, in order to improve his credit, to part with her interest and convey it to himself on the express stipulation and condition that he would purchase other property worth \$800, and have it conveyed to her own use. That was never done. His affairs were placed in liqui-