has ceased to be a partner, and as to the application of that Act to persons carrying on that class of business, the question has already been decided against him by Falconbridge, C.J., in Town of Oakville v. Andrew, 3 O. W. R. 820, as to this very partnership. It is to be noted, however, that at the time of the dissolution in 1892 the statute was not the same as at present. In R. S. O. 1887 ch. 130, what is now sec. 7 of R. S. O. 1897 ch. 152 preceded what is now sec. 6, and the word "aforesaid" would apply only to preceding sections, and would not seem to refer to dissolutions. If so, the decision in Bank of Toronto v. Nixon, 4 A. R. 346, that registration of dissolution was not necessary, would be in point.

Apart from these statutes, Andrew having knowingly allowed his name to continue to be used in the firm for the purpose of keeping up its credit, and those interested in plaintiff company who consented to the deposit of the cheque being under the belief that he was a member of the firm, he is liable to plaintiff company for the $5,000, and interest since its deposit, at the ordinary savings bank rate of the time until demanded, and thenceforth at the legal rate, which I compute to amount to $5,546.67.

Against this (but subject to the rights, if any, of any persons interested who are not parties to this action, and to any rights not in question in this action), he, being practically a surety as well as nominal partner, will, after plaintiffs have been paid the full $5,826,75 and interest, be entitled to whatever excess Howarth would have been entitled to receive from plaintiffs out of the $5,826.75 in respect of money due him from plaintiffs or of amounts paid the solicitors or otherwise for the company. His rights, if any, against the estate of Howarth or in respect of shares held by Howarth are not to be prejudiced.

As regards the Ontario Bank, they were not affected with notice of the $5,826.75 being held by Howarth in a fiduciary character, either at the time of its deposit, or at the time of the transfer of $5,000 to the firm account, or of the payments thereout upon their debt. They have no reason to suppose that Howarth was not entitled to the money to do as he pleased with. The words "President Ont. Silver & Antimony Co.," after his name on the cheque, would give no more idea of the interest of any one else than if they were "Shareholder Ont. Silver & Antimony Co." At the most they were descriptive, and would help in ear-marking for the parties the transaction in connection with which the cheque was given, but could not have the effect of restricting the cheque's