

favors shewn him will be duly appreciated by the corporation and myself. The vice-president whose name was used did not himself sign it, nor authorize anyone else to sign it for him, nor was he aware of it. There was evidence that the prisoner shortly afterwards gained the affections of the young woman, and proposed under the name of J. O. Goelet, to marry her, although he had a wife living. There was no evidence that any person named J. O. Goelet existed. There was no evidence to shew that the prisoner had himself written any part of the document.

*Held*, that the facts were sufficient to make out a prima facie case that the prisoner presented the document with the intention that the young woman should believe and act upon it as genuine to her own prejudice within the meaning of s. 422 of the Criminal Code; and therefore a prima facie case of uttering a forged document within the meaning of s. 424; and an order for extradition was right.

The language used in s. 422 is intended to extend to cases which would not have come within any former common law or statutory definition of forgery in force in Canada.

*German*, K.C., for prisoner. *Riddell*, K.C., for United States Government. *Cowper*, for prosecutor.

Street, J.]

SMITH v. GREER.

[Jan. 26.

*Partnership—Dissolution—Solicitors—Goodwill—Right to firm name—Acquiescence—Abandonment—Injunction—Parties.*

Upon the dissolution of a partnership, in the absence of an agreement between the partners to the contrary, the firm name being a part of the goodwill, and not having been dealt with upon the dissolution, remains the property of all the partners, like any other undisposed of partnership property; and each member of the late partnership is entitled to carry on business in the firm name, subject to the limitation that no man has a right to hold out of his late partner as still being his partner in business, contrary to the fact. *Burchell v. Wilde*, (1900), 1 Ch. 551, followed.

A firm of solicitors had carried on business as "Smith, Rae & Greer" down to October, 1902, and after that until the dissolution of the firm in January, 1903, as "Smith & Greer."

*Held*, that both names must be taken to have formed part of the goodwill of the firm at the time of the dissolution.

At the time of the dissolution the firm consisted of four members. Three of them formed a new firm and used the name "Smith, Rae & Greer." The fourth, the defendant, protested against the others assuming that name, but, on their refusing to abandon it, notified his clients, the legal profession and the public, that he had severed his connection with the firms of Smith, Rae & Greer and Smith and Greer, and intended to carry on his own business under his own name. For nearly ten and a half months he adhered to this position, frequently addressing his late partners