DECISIONS IN COMMERCIAL LAW.

WHEELER v. WESTBROOK.—The case was tried in the Queen's Bench Divisional Court. A partnership for a definite term which has not expired can be put an end to by the voluntary assignment of one of the partners of his interest in the business, at his own instance, or at the instance of his assignee, against the will of the other partner. And where a partnership is put an end to, the assignor being the lessee of the premises on which the business is carried on, and assigning the term to the assignee, the latter is entitled to recover possession of the premises against the other partner without notice to quit or demand of possession. Where the holder of a tavern license enters into a partnership with another person to whom he assigns an interest in the tavern business, such an assignment is not an assignment of his business within the meaning of the Liquor License Act, and does not require a transfer of the license.

IN RE O'CONNOR AND FIELDER.—The Queen's Bench Divisional Court holds that it is a general rule, applicable in all cases of private authority, trust or reference to be exercised by several persons, that unless the constituent instrument permits action or decision by a majority, the office is regarded as joint, and all must act collectively. Different considerations arise when the duties are public in nature, but in transactions between individuals they make their own bargain, and so become a law unto themselves. And where a submission to arbitration provided that the award should be made by three arbitrators, the award by two of them, the other dissenting, was set aside on summary application.

IN RE THE ONTARIO EXPRESS AND TRANSPORTATION COMPANY.—The Chancery Divisional Court of Ontario held that where a director of a company is appointed an officer of the company, he does not hold such appointment as director; and, therefore, where an act of incorporation enacted that no by-law for the payment of the president or any director should be valid or acted upon until the same had been confirmed at a general meeting of the shareholders, this applied only to the payment of money for the services of a director, *qua* director, and of the services of the president as presiding officer of the board of directors, but that the company having appointed the directors to various salaried offices, and there being in this case no contract with the company upon which they could recover remuneration, they were nevertheless entitled to a *quantum meruit* for services rendered to the company during the time they dischaged the duties of their respective offices.

HELLEMS v. CITY OF ST. CATHARINES.—It is provided by the Municipal Act that officers appointed by the council shall hold office until removed by the council. It was held by the Common Pleas Division of the Divisional Court that all such officers hold their offices during the pleasure of the council and may be removed at any time without notice or cause shown therefor, and without the corporation incurring any liability thereby. Where therefore a city commissioner was appointed by a resolution of the council, and shortly afterwards another resolution was passed rescinding the former one, the appointment was rescinded without the corporation having incurred any liability.

HEROD v. FERGUSON.—In an action for the value of surgical and medical services rendered by the plaintiff to the defendant, it appeared that after all the services had been rendered and charged to the defendant only, in the books of the plaintiff, the defendant's son had asked the plaintiff to send the account to him; that the plaintiff had done so, making out the account in the son's name, which the son had promised to pay; that the plaintiff had recovered judgment by default against the son for the amount, but finding him worthless, had not issued execution, and had then brought this action. It was found as a fact that the contract for the services had been made with the father and not with the son. There was no evidence of any agreement by the plaintiff to accept the son as his debtor and to release the father. It was held by Street, J., that the son became liable to the plaintiff, if at all, upon a subsequent promise, which was not a satisfaction of the original cause of action, but collateral to it; that the original cause of action still existed, because there had been no novation of it, no payment or release of it, and no judgment recovered upon it, and the plaintiff was entitled to recover.

SUIT AGAINST BANK OFFICIALS.

That bank directors should use vigilance and inform themselves with respect to the manner in which their cashiers conduct their own and the bank's transactions, would appear to be the view upheld in the following suit, which we find recorded in *Rhodes' Journal*:

W. A. Latimer, receiver of the First National Bank at Sedalia, Mo., has filed a suit for $358,000 against the directors of the suspended institution. The petition makes public the alleged methods of President Cyrus Newkirk and Cashier J. C. Thompson, and the directors, in conducting the business of the bank. Only three of the directors have property that can be reached by the suit. J. C. Thompson, the cashier, is a fugitive in Mexico, and Cyrus Newkirk, the president, is now residing in California. It is charged that the directors allowed Newkirk to overdraw his account $101,000, and permitted Thompson to gamble away $71,000 in stocks, wheat and real estate deals, besides allowing insolvent parties, without security, to draw $90,000 out of the vault.