gence, came in contact with the obstruction on the footpath, and had an eye put out thereby. *Held*, that the defendant was liable for the injury.—*Clark* v. *Chambers*, 3 Q. B. D. 327.

2. The plaintiff and the defendant company were tenants of adjoining land under the same lessor, and the company's lease required it to maintain a fence around its land, for the benefit of the lessor and his other tenants. Twenty years ago, the predecessors of the company in title built a wire fence about the land, and the company repaired it from time to time; but in lapse of time the wires rusted, and pieces fell off into the grass on the plaintiff's land, and plaintiff's cow grazing there swallowed a piece from the effects of which she died. *Held*, that the company was liable for the value of the cow.—*Firth* v. *The Bowling Iron Company*, 3 C. P. D. 254.

Notice.—See *Bank*, 2.
Officer.—See *Quo Warranto.*
Onus Probandi.—See *Slander.*
Option to Purchase.—See *Insurance.*
Original Gift.—See *Will*, 3.
Ostensible Partner.—See *Partnership.*
Particular Average.—See *Shipping and Admiralty.*

Partnership.—1. By partnership articles between the plaintiff and the defendant, the defendant covenanted not to "engage in any trade or business except upon the account and for the benefit of the partnership." After the partnership had been dissolved, the plaintiff learned that the defendant had been, during the partnership, a partner in another business, and had realized profits from it; and he thereupon filed two bills, one for an account of defendant's profits in the other business, and another for a declaration that defendant's interest in the other business was assets of the partnership with himself. The first bill was dismissed without costs. If the plaintiff had any case, it was a case for damages. The second bill was dismissed with costs.—*Dean* v. *McDowell*. *Same* v. *Same*, 8 Ch. D. 345.

2. In 1861, partnership articles were entered into between the plaintiff and the defendant to carry on the business of ironmongers, for twenty-one years, at the R. premises, "or in such other place or places as the said parties hereto may agree upon." In 1863, the partners agreed that thenceforth the business should include that of iron-founders; and they purchased foundry works at Q., where the foundry business was carried on until 1876, when the lease of the Q. premises ran out. The plaintiff declined to renew the lease, and wished to give up the foundry business. The defendant thought otherwise, and finally took a lease of the Q. premises in his own name, but, as he said, for the firm, and proposed to continue the foundry business there. Plaintiff moved for an injunction and for a dissolution of the partnership and for a receiver. *Held*, that the defendant had no authority to renew the lease, and the plaintiff was entitled to an injunction against carrying on the foundry business in the name and with the assets of the firm. Receiver refused.—*Clements* v. *Norris*, 8 Ch. D. 129.

3. In 1875, the firm of H., C., & P. was dissolved, and notice was given by them that the business would be carried on by P. alone. P. undertook to pay H. a balance due him from the old firm. From that time, the business was carried on under the name of P., Son & Co. The bank account was in that name; and the son drew and accepted bills, negotiated loans, and sometimes ordered goods, in the name of the firm, and performed all these acts with authority. He never sold goods. On the outside of the premises the name P. alone appeared. In 1877, the firm failed, and the creditors prepared a petition in bankruptcy against P., trading as P., Son & Co.; but it was finally decided to file the petition against P. and the son, as joint traders, and a resolution for liquidation by arrangement was registered. P. had no separate estate apart from his interest in the business; and H., being the only separate creditor, appealed from the order to register, and the registration was cancelled. A firm creditor then filed a petition in bankruptcy against P. and the son, as a firm, and they were adjudged bankrupt, with their consent. An application by H. to annul the adjudication was refused, and no appeal taken. H. then applied for a declaration that the assets of the business be declared separate estate of P. Both P. and the son testified that the son was not a partner, though he took the position of partner, and that it was the intention to make him one if the business turned out profitable; as, however, was not the case. The petitioning creditor and eight other creditors (there being eighty-two in all) testified that they always considered P. & Son as partners, and the petitioning creditor said the debtors had told him they were partners. P. told a creditor on one occasion that his son had married a lady of means, and on that ground asked for further credit, which was given him. *Held*, that there was a partnership, and the assets must be treated as joint estate.—*Ex parte Hayman. In re Pulsford*, 8 Ch. D. 11.