qualified and registered in accordance with the statutory provisions, and also that he was largely indebted to the partnership.

On motion, by plaintiff, for an order restraining defendant from collecting partnership debts and for the appointment of a receiver, it was urged on behalf of defendant that the partnership was an illegal one and plaintiff therefore not entitled to the intervention of the Court so as to secure the appointment of a receiver, and that in any case, owing to the relative state of accounts between the partners, defendant was the proper person for such appointment.

Held, that as a partnership business had actually been carried on since the plaintiff was qualified to practice, and the partnership having come to an end it was at this stage not necessary to decide as to the legality of the origina articles of co-partnership, but that defendant was entitled to be appointed receiver upon his fyling an approved bond with sufficient sureties.

McInnes, for plaintiff.

Wade, Q.C., for defendant.

Province of New Brunswick.

SUPREME COURT.

TUCK, J. In Chambers. [June 20, 1895.

EX PARTE UPHAM.

Service of summons—Wrong name—Criminal law.

One Susannah Upham was served with a summons in which she was described as "Susan" Upham. A conviction was had by default, and the defendant sent to jail.

On an application for a habeas corpus it was

Held, that the service was good.

BARKER, J.] [Nov. 19, 1895.

IRVING *v.* MCWILLIAMS.

Sale of crown lands—Agreement not to bid—Specific performance—Public policy.

The plaintiff and defendant entered into an agreement not to bid against each other at a crown lands sale of certain timber licenses. The defendant was to buy certain licenses, and the plaintiff was to have a specified portion of them on paying *pro rata* to defendant. The defendant bid at the sales and procured the licenses, which were made out in his name. Afterwards a dispute arose between plaintiff and defendant as to what portions plaintiff was to have, and plaintiff brought this suit in equity for specific performance. It was contended by the defendant that the agreement was against public policy being calculated to stifle competition, and therefore could not be enforced.

Held, that the agreement was not against public policy.

M. G. Teed and the Attorney-General, for plaintiff.

J. D. Phinney, Q.C., and *A. A. Stockton*, Q.C., for defendant.