

poses, shall cause to be delivered to the registrar of the registry division in which they carry or intend to carry on business, a declaration in writing signed by the several members of such co-partnership." The form is given in schedule A; and sec. 7 provides that "until a new declaration is made and filed . . . no person who shall have signed the declaration filed shall be deemed to have ceased to be a partner . . ."

The test as to whether a given partnership is for trading purposes, within the meaning of the Act, seems to be the same as that determining whether the partnership should be called a trading partnership for other purposes: *Pinkerton v. Ross*, 33 U. C. R. 508. The test, speaking broadly and in general terms, is whether the partnership is intended to carry on business buying or manufacturing for sale and selling: *ib.*

In the present instance this was not in contemplation, the whole business being to act as middlemen between the vendor and purchaser of real estate, and as intermediary between insurer and insured: see *Royal Bank v. Maughan*, 12 O. W. R. 899, for the case of an insurance agent. I do not think, therefore, that the statute required the registration of this co-partnership. The registration of the co-partnership not being required, I do not think that the effect of such a registration is the same as though it had been a co-partnership which came within the Act. No doubt, had the plaintiff here been misled by the registered document so as to give credit to the firm on the strength of the various names appearing, these defendants would have had great, if not insuperable, difficulty in avoiding responsibility. But I do not think the rigid, if salutary, rule of the statute applies to change the ordinary law in cases in which the registration of the co-partnership is not required by the statute, but is a mere act of supererogation. The ordinary law is that, while "the retirement of a partner in no way affects his rights against or obligations to strangers in respect of past transactions," yet "if . . . one not known to be a partner retires, the authority of his late partners to bind him ceases on his retirement, although no notice of it be given." *Lindley on Partnership*, 6th ed., pp. 295, 223.

The action, therefore, cannot succeed as against *Menzie and Carscallen*, and must be dismissed. Having registered