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NOVA SCOTIA.

SUPREME COURT.

OCTOBER 31ST, 1910.

CHAPMAN v. PREST.

*Sale of Goods—Principal and Agent—Partnership—Defence
of Payment to the Agent.*

This was a case heard before PATTERSON, Co.C.J., for District No. 5, as Referee.

Rogers, Milner & Purdy, for plaintiff.

C. R. Smith, K.C., for defendant.

PATTERSON, Co.C.J.:—Reuben W. Prest, with another, was in the lumbering business at Mooseland and Tangier for some time previous to 1905 under the firm name of the Prest Lumber Co. In connection with their business they had stores at both places. They became indebted to the plaintiff in a very large sum, and to defendants in the sum of \$400 or \$800 secured apparently by the personal notes of Reuben W. Prest. The firm, I imagine, was dissolved by its insolvency. At any rate Reuben W. Prest alone makes any effort to pay the firm debts. In the fall of 1905 he came to Amherst and he and plaintiff entered into an arrangement by which the business was to go on much as usual. I shall have to set out later everything that appears in the evidence about this arrangement, but for the present it is sufficient to say that Reuben Prest was to be the man on the ground, run the stores as before, make the contracts and generally carry on the business. The plaintiff supplied the goods for the stores