

## SUPERIOR COURT IN REVIEW.

Montreal, Jan. 31, 1878.

JOHNSON, DUNKIN, RAINVILLE, JJ.

SOULIÈRE v. HERON.

[From S. C., Montreal.

*Retraxit—Costs.*

JOHNSON, J. This case ought never to have been brought before this Court. The main issue was as to the right of the landlord to take a *saisie conservatoire* for rent, and the judgment maintaining the seizure is right. The amount actually due at the time the seizure was taken was very small, and judgment was rendered for \$20 too much, for which a *retraxit* has since been filed; and we think this discontinuance ought to be allowed. The judgment is therefore modified to that extent; but it is evident that that was not in contestation by the parties, and was not the reason for this inscription, so that the defendant will pay the costs here. The Court of Review will not give costs to parties coming here to rectify a trifling error which had already been rectified by *retraxit*.

Judgment modified, without costs.

*L. N. Demers* for plaintiff.*Cruckshank* for defendant.

JOHNSON, DUNKIN, RAINVILLE, JJ.

WHITE et al. v. WELLS.

[From S. C., Montreal.

*Partnership—Dissolution.*

JOHNSON, J. The judgment in this case held the defendant liable as one of the firm of Foster, Wells & Shackell. The note represented a liability of the firm, and Foster, who signed it, had authority to do so. The dissolution of the firm did not bind the plaintiffs. The plea of the defendant, which was that the note was given without his knowledge, in the name of a terminated copartnership, after the registration of its dissolution, is not proved according to the requirements of law, under Articles 1834 and 1900 C.C. The dissolution itself conveyed to Foster the power to sign, and those who conveyed it, being members of the firm, must be held to have knowledge of its business.

It was contended that a note of the defendant's firm had not been credited, but that is not in the issue of record.

Judgment confirmed.

*Lunn & Davidson* for plaintiffs.*Macmaster & Co.* for defendants.

## SUPERIOR COURT.

Montreal, Jan. 31, 1878.

JOHNSON, J.

OWENS et al. v. UNION BANK.

*Maritime Lien—Outfitter—Furnishing the Ship on her Last Voyage.*

*Held*, that the privilege under C.C. Art. 2383 upon vessels for furnishing the ship "on her last voyage," does not apply to supplies furnished during the whole season of navigation, though the vessel be one making short trips on inland waters.

JOHNSON, J. The plaintiffs furnished to the Ottawa & Rideau Forwarding Company, in the season of 1876, a quantity of cordwood, which was used that year on two of the Company's steamers plying between Ottawa and Grenville, and was delivered to them at Cameron's wharf, in the county of Prescott, in Ontario. The Company became insolvent in August, 1876, and the defendants, as registered mortgagees, took possession of the vessels under the powers conferred by the mortgages. The vessels were registered: one at the port of Ottawa and the other at the port of Morrisburg, both in the Province of Ontario. The plaintiffs assert a privilege on the two steamers for the payment of the price of the wood. There were several points raised at the argument; but I shall not now discuss any of them. I do not even discuss the question of privilege with reference to the reasonableness of applying it under any circumstances to vessels making short trips on inland waters. Much might be said, no doubt, as to the privileges of an outfitter for the last voyage—for instance, of the ferry-boat from the Market wharf to St. Lambert; but however that may be, it appears to me improper to extend the privilege to repairs or supplies of ships on their last voyage to a whole season of navigation. I therefore take the case simply on the point of a series of trips during the whole summer season, not constituting a last voyage of a ship in the sense of the law; and I do this on the positive authority of decided cases.—See *Parsons on Shipping*, vol. 2, p. 143, and the cases there cited. On this ground, the plaintiff's action is dismissed with costs.

*Doutre & Co.* for plaintiff.*Cramp* for defendant.