

The questions raised upon the argument were, among others, whether the agreement was a partnership agreement or a mere co-ownership; also whether as agent Crowley had authority to pledge the credit of his associates for labour and supplies in developing the claims.

If the agreement was a partnership, I would find upon the evidence that it was dissolved as between the parties, and would also find that as between the parties Crowley ceased to have authority to pledge his associates' credit.

The accounts sued for are for goods supplied to Crowley in connection with the development of certain of the claims and for wages and board of the men employed therein by him.

The defendants Braund and Dickson lived in Peterborough.

When Crowley applied to the plaintiff for credit, he shewed him the agreement, which was submitted to the plaintiff's solicitor; but Crowley did not inform the plaintiff that his authority to pledge the credit of his associates had been terminated, and I find as a fact that the plaintiff had no notice whatever of such termination of authority, and supplied the material to Crowley and acquired his other claims under the belief that the agreement referred to was subsisting.

As to whether the agreement constituted a co-partnership or co-ownership, I am of opinion that it was a co-partnership agreement. I think upon its face it covers the terms necessary to constitute the relationship of partnership, within the authorities.

The agreement provides for sharing profits by all the parties, not only those which may arise from the working of the mines, but from a sale thereof. But, whether I am correct in this view or not, I think that, if Crowley was not clothed with the authority of agent as partner, he was in fact agent for his associates in the work of developing the claims. The agreement fully intrusts him with the superintendence and direction of the development operations, and I think by necessary intendment it gave him authority to purchase supplies and hire men to carry on those works.

"Every agent who is authorised to conduct a particular trade or business or generally to act for his principal in matters of a particular nature or to do a particular class of acts, has implied authority to do whatever is incidental to