Supreme Court of Canada. The proceedings in the Court below and on appeal were in the original suit against J., and the bond for security of costs was made in favor of J.

Held: That the bail, the parties principally interested in the appeal, not being entitled to the benefit of the security for costs, the appeal could not be entertained for want of security, and the time for giving security having elapsed the defect could not be remedied.

Held also, that the matter was one of the practice of the Court below, and on that ground not appealable.

McLeod, Q.C., and *C. A. Palmer*, for the appellants.

I. A. Jack, Recorder of St. John, for the respondent.

New Brunswick,]

OTTAWA, Oct. 26, 1889.

WHITE v. PARKER.

Appeal—Jurisdiction—Death of plaintiff—New cause of action—Lord Campbell's Act—Actio personalis moritur cum personâ.

P. brought action against a railway conductor for injuries received in attempting to board a train. He was non-suited on the trial of the action, and the Supreme Court of New Brunswick set aside the non-suit and ordered a new trial. Between the verdict and the judgment of the Court below P. died, and a suggestion of his death was entered on the record in the Court below. On appeal to the Supreme Court of Canada from the judgment ordering a new trial;—

Held: That by the death of P. a new cause of action arose, under Lord Campbell's Act, in favor of his widow and children, and the original action was entirely gone and could not be revived. There being, therefore, no cause before the Court, the appeal was quashed without costs.

McLeod, Q.C., for appellant.

W. Pugsley, for respondent.

New Brunswick.]

OTTAWA, Oct. 26, 1889.

MCDONALD v. GILBERT.

Partnership—Proof of—Names of partners on letter heads—Action for trifling amount.

G. bought goods from a person representing himself as agent of a firm in Toronto, and the goods were sent from Toronto to G. at St. John, N.B. In order to get the goods, G. was obliged to pay the freight, which he demanded from the firm, claiming that by his agreement with the agent he was to receive the goods at St. John on payment of the price. Some correspondence passed between G. and the firm, and letters were received by G. written on paper containing the name of the firm and under it the names of individuals. In an action by G. to recover the freight,

Held: Affirming the judgment of the Supreme Court of New Brunswick, that the representation of the agent, coupled with the receipt of the said letters, was sufficient *prima facie* evidence that the persons whose names were printed on the letter heads constituted the said firm.

It appeared that the amount for which the action was brought was only twenty-two dollars, and the Court, though unable to refuse to hear the appeal, expressed strong disapproval of the appellant's course in bringing an appeal for such a trifling amount.

Appeal dismissed with costs.

Weldon, Q.C., for appellants.

Barker, Q.C., for respondent.

COURT OF APPEALS.

NEW YORK, Oct. 8, 1889.

HACKETT v. STANLEY.

Partnership—What constitutes.

An agreement read as follows: "For and in consideration of $750, *for use in business of heating, ventilating, etc., for which said party of the first part has given unto said party of the second part his note at two years, and in further consideration of services of said party of second part in securing sales in said business, and for any further moneys he may, at his own option, advance for me in said business, the said party of the first part agrees to divide equally the yearly net profits of said business. It is understood and agreed that said loan of* $750 *is expressly for use in said business, and for no other use whatever." It was further agreed that advances by either party might be with-*