

NOTICE.

In Fraudulent Transaction—When Imputed to Creditor.]—See BANKRUPTCY AND INSOLVENCY, 2.

PARTNERSHIP.

Powers of Partner After Dissolution of Firm—Hypothecation of Lumber to Secure Advances—The Bank Act, 53 Vict. ch. 31—Sale of Lumber by Partner—Application of Proceeds—Payment of Other Indebtedness—Knowledge of Pledgee.]—Notwithstanding a dissolution of a partnership, a partner, until at all events a receiver is appointed, has all the power and authority he had before the dissolution to complete contracts made during the partnership.

Hence, where a firm of lumber operators hypothecated under the Bank Act their season's cut of lumber to a bank to secure future advances, and a member of the firm, without the knowledge of his co-partner, sold the lumber and applied part of the proceeds in paying a past indebtedness of the firm to the bank, and, with the consent of the bank, applied a portion of the remainder in paying other debts of the firm:—

Held, that he had power to do so, though the partnership had then been dissolved, and that his

co-partner was not entitled to have the money so appropriated charged in reduction of the secured indebtedness to the bank.

Hale v. People's Bank, 405.

PAYEE.

Fictitious and Non-existing—Cheque Drawn to.]—See BANKS AND BANKING, 1.

PAYMENT INTO COURT.

See COPYRIGHT, VII(3).

PENALTIES.

Actions for.]—See COPYRIGHT, I, II(1), VI(6)(7), VII(2).

PIRACY.

See COPYRIGHT, passim.

PLEADING.

Action Against Trade Union—Corporate Capacity, Denial of—When to be Made.]—See TRADE UNION, 1.

Copyright Action.]—See COPYRIGHT, V, VII(1).

PRACTICE AND PROCEDURE.

Parties in Trade Union Action—Representation of Classes—