Bartram, London; J. Masson, Belleville; G. W. Badgerow, Toronto.

ATTORNEYS ADMITTED.

The following gentlemen were admitted as Attorneys:

Messrs. Alcorn, Crerar, Falconbridge, Duff, Secord, Lyon, Fuller (without oral), Moone, H. C. Gwyn, Greenlees, McCraney, Malone, R. Roblin, VanNorman, McDonald, Campaign.

Mr. Rowe also passed the examination, but cannot be admitted this Term, on account of a defect in the filing of his articles.

A word to the wise. There is such a thing as too much attention to external adornment, but we much doubt if this fault can be attributed to all of those who, during several Terms past, have presented themselves before the Courts to be sworn in as attorneys. This at least we know, that some of the judges have remarked upon the slovenly appearance of several of those who came before them. The occasion is surely of so much moment to those concerned—the commencement of a life long struggle for honor and distinction—as to call for a little extra neatness in attire; something we might suggest in accordance with what is expected of a barrister in court costume, with the exception of the gown and white necktie.

INTERMEDIATE EXAMINATION.

The intermediate examinations have resulted as follows:

Fourth Year.—Maximum, 240. Mr. Watson, 237; W. McDiarmid, 208; J. Roaf, 198; Crysler, 191; Robarts, 191; Luton, 191; S. S. Wallbridge, 191; Ball, 189; Payne, 184; Johnston, 182; N. N. Hoyles, 180; J. Barron, 175; Pousette, 174; Lloyd, 167; H. Hill, 163; Carman, 160; Bogart, 158; McPherson, 151; Brennan, 148; Mickle, 139; Malcolm, 135; Lees, 133; O'Brien, 124; R. Gamble, 122.

Third Year.—Maximum, 240. F. E. P. Pepler, 235; Dennistoun, 186; C. O. Z. Ermatinger, 176; Gordon, 173; T. Baines, 170; H. A. Reesor, 169; Kirkpatrick, 168; McKinnon, 163; McBride, 161; Ross, 159; Grote, 152; Lennox, 150; Murdoch, 147; A. E. Richards, 144; McDonell, 142; W. F. Burton, 133; T. Daly, 128.

These results are most satisfactory, and prove that the Act is accomplishing its purpose. We especially congratulate Messrs. Watson and Pepler on the stand they have taken — one which has never before been attained, and which reflects the very highest credit upon their ability and industry.

SELECTIONS.

CRITERIA OF PARTNERSHIP.

(Continued from page 123.)

A *community* of interest in the profits of a joint undertaking or business is said to be essential to the existence of a partnership; but this is true only so far as the manner in which the profits are taken serves to evidence and explain the contract between the parties. Profits being therefore the proper subject of partnership property, it is only requisite to inquire into the mode of participation, in order to determine whether the party interested is a partner or not. Suppose C. is suspected of being a partner with A. and B., by what proof is the fact established? A mere participation in the profits is not alone sufficient to charge him, for the *mode* of participation may be such as to prove directly the contrary. It must be shown that the supposed partner is in the same relation to the creditor that the known partners are; that is, they must all be immediate debtors to the partnership creditor for a joint benefit conferred simultaneously and directly upon them by the creditor. A. and B. are liable because they have received a benefit directly from the use of the creditor's property; and inasmuch as it is a joint benefit derived from a joint use and disposition of that property, the law attaches to them the joint liability of partners which, *ex hypothesi*, they have expressly assumed. Hence if C. can be shown to have a similar interest in the profits and thereby to sustain a similar relation to the creditor, it follows, as a matter of course, that he is liable in the same manner and to the same extent as the other partners are, and is himself a partner. In other words, the supposed partner must have the same privity of relation to the creditor that all the other partners have. And hence instead of saying "that he who shares in profits indefinitely, is liable as a partner to creditors, *because he takes from that fund which is the proper security to them for the payment of their debts;*" it seems more accurate to say—*because by having in the profits an interest similar in character to that of the other partner or partners, he has enjoyed a benefit conferred directly upon him by the creditor, and thereby through an implied contract, becomes as much his debtor, as the party or parties already known to be so indebted.*

How, then, is this privity to be ascertained? We answer—by showing that the profits are derived from a joint benefit moving *immediately* from the creditor to all the parties to be charged; or, what is the same thing, by proving that the interest of the party who ostensibly receives, and the interest of the party who actually shares the benefit or profits, are homogeneous;* that is, subsisting

* The words *homogeneous* and *homogeneity* strike us as far more accurate and convenient expressions for indicat-