

the creditors as if it had been promised by the insolvent firm itself, and that the additional sum could not be recovered by the creditor so preferred.

Held also, that the promise of the payment to the inspector was a bribe and, for that reason alone, the transaction to induce which it was given should be adjudged corrupt, fraudulent and void.

Judgment of the Court of Review, at Montreal, reversed.

Aylen, Q.C., for appellant. *Foran*, Q.C., and *Lajoie*, for respondent.

Que.]

DINGWALL v. McBEAN.

[June 12.

Mandate—Partnership—Agency—Factor—Pledge—Lien—Notice—Right of action—Intervention—Res judicata—Arts. 1739, 1740, 1742, 1975 C.C.

A partner entrusted with possession of goods of his firm for the purpose of sale may, either as partner in the business or as factor for the firm, pledge them for advances made to him personally, and the lien of the pledgee will remain as valid as if the security had been given by the absolute owner of the goods, notwithstanding notice that the contract was with an agent only.

Where a consignment of goods has been sold and they remain no longer in specie, the only recourse by a person who claims an interest therein is by an ordinary action for debt, and he cannot claim any lien upon the goods themselves nor on the price received for them.

The plea of *res judicata* is good against a party who has been in any way represented in a former suit deciding the same matter in controversy.

Leet, Q.C. for appellant. *Greenshields*, Q.C., and *Dickson*, for respondent.

Province of Ontario.

HIGH COURT OF JUSTICE.

Ferguson, J.]

LYLES v. WINDSOR FAIR GROUNDS.

[July 2, 1898.

Contract—Use of race track—Lease or license—Construction of document—Nature of possession—Forfeiture.

An agreement under seal made between the defendants, an incorporated association, of the first part, and the plaintiff and another, of the second part, dated the 4th March, 1897, recited that the latter was desirous of obtaining so much of the grounds and track of the association as might be necessary for the purpose of conducting race meetings during the season of 1897, for the days and times hereinafter mentioned, and had agreed to pay therefor \$2,000.00 and a quarter of the net profits of such venture for such use, subject to the terms and conditions thereafter mentioned. The agreement then provided:—

(1). That the parties of the second part should have the permission