also, that, even if the contract had not been induced by the fraud of the plaintiffs' agent, for which they must be held accountable, there had been no breach by the defendant. A voluntary sale of her business took place within a time which was reasonable in the light of the correspondence; due notice of cancellation was given, and the patterns within thirty days thereafter returned unopened and in good order, just as received from the plaintiffs; and the defendant was not indebted to the plaintiffs except for the goods which she was entitled to return and did return. Action dismissed with costs. R. J. Slattery, for the plaintiffs. G. F. Henderson, K.C., for the defendant.

METROPOLITAN BANK OF CANADA v. AUSTIN & GRAHAM—FALCONBRIDGE, C.J.K.B.—MARCH 3.

Promissory Note—Partnership—Debt to Bank—Note Made after Incorporation of Company—Identity of Names—Knowledge by Bank of Incorporation—Liability of Partners—Estoppel—Novation.]—Action on a promissory note dated the 30th September, 1910, whereby the defendants promised to pay to the plaintiffs or their order $2,750 six weeks after date. This note represented a balance due to the plaintiffs on an advance of $3,000 made on the 13th November, 1909. No further advance was made by the plaintiffs. but the amount of the indebtedness had been reduced to the sum now sued for. The defendants had filed their declaration of co-partnership on the 30th December, 1905. No declaration was ever filed shewing any change in the partnership. By letters patent under the Ontario Companies Act, dated the 10th January, 1910, the defendants and three other persons were incorporated under the corporate name of Austin & Graham Limited. The defence was that the note sued on was not a note of the defendants at all, but a note of the company; and that, the company having in November, 1910, made an assignment for the benefit of creditors, the plaintiffs must rank on the company's estate and have no recourse against these defendants. The evidence for the defence was chiefly aimed at endeavouring to bring home notice of the formation of the company to the plaintiffs; and the defendants contended that this note, although signed "Austin & Graham," ought to be treated as if signed "Austin & Graham Limited." The learned Chief Justice said that he was unable to recognise the validity of such a defence. The plaintiffs, it might be assumed, were satisfied with their promisors, to whom they had made the ad-