

PARTNERSHIP—Continued.

had patent rights, for the purpose of carrying on the business of manufacturing and selling wire fencing; that he should devote his time and energy in furthering the interests of the business; that the machines and patent rights therein should be security for money advanced by the plaintiffs; that the plaintiffs should advance to the defendant \$500, purchase wire needed for manufacturing and pay wages, etc., in consideration of a commission of five per cent. on all purchases and advances; that the plaintiffs should furnish space on their premises for the business at a yearly rent; that the defendant should receive a weekly salary; that the plaintiffs should attend to the office work of the business, for which they should be paid a weekly sum; that the net profits of the business should be divided; that the business should be conducted under a company name, and that the agreement should continue for one year, when plaintiffs could purchase a half interest in the business and patent rights of the defendant or continue the business for a further term. The business resulted in a loss. *Held*, that the parties were partners *inter se*, and should share equally in the losses of the business. **LAWTON SAW CO., LIMITED v. MACHUM (No. 1)**112

2.—Loss of Capital—Depreciation of Machinery. Where, under a partnership agreement, a partner contributed to the partnership business his time and skill, and the use of, but not the property in, certain machinery, in consideration of a weekly salary and one-half of the net profits, he was held, in the absence of an agreement, not entitled on taking the partnership accounts to an allowance for the depreciation in the value of the machinery, arising from ordinary wear and tear, as a loss to him of capital put into the business. **LAWTON SAW CO., LIMITED v. MACHUM (No. 2)**191

3.—Powers of Partner after Dissolution of Firm—Hypothecation of Lumber to Secure Advances—The Bank Act, 53 Vict., c. 31—Sale of Lumber by Partner—Application of Proceeds—Payment of Other Indebtedness—Knowledge of Pilgrage. A firm of lumber operators hypothecated under the Bank Act their season's cut of lumber to a bank to secure future advances. 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

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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. THE PEOPLE'S BANK OF HALIFAX**433

—Receiver—Interlocutory injunction—Rule as to granting—Facts on motion in dispute461
See **INJUNCTION**, 5.

PILOTAGE COMMISSION—Appointment of Pilots—Avoiding Office—Remedy—Injunction—Quo Warranto. The pilots for the district of Miramichi having resigned, the defendants were appointed pilots for the district by the Pilotage Commissioners. An injunction was sought to restrain the defendants from acting as pilots under licenses granted to them by the Commissioners, on the grounds (1) that their appointments were not made by law confirmed by the Governor-General in Council, and published in the Gazette as required by "The Pilotage Act," c. 80, s. 15 (d), R. S. C.; (2) that under that Act the Commissioners fixed by regulation a standard of qualification for a pilot, and that the defendants were not examined as to their competency; (3) that the defendants were not appointed at a regularly called meeting of the Commissioners, or by the Commissioners acting together as a body. A pilot appointed under the Act is appointed during good behaviour for a term not less than two years. *Held*, that the office of pilot being a public and substantive independent office, and its source being immediately if not mediated, from the Crown, and as the objections related to the validity of the defendants' appointments, and as there was no pretence that the appointments were made colorably and not in good faith, the remedy, if any, was not by injunction, but by information in the nature of a *quo warranto*. **ATTORNEY-GENERAL v. MILLER**28

PLEADING—Fraudulent Concealance—Suit to Set aside—Delay by Creditor—Statute of Limitations—Allegation of Subsisting Debt—Necessity of Judgment. In a suit, commenced in 1899, by a creditor to set aside as fraudulent under the Stat. 13 Eliz., c. 5, a conveyance of land, the bill stated the debt arose upon two promissory notes, dated respectively in March and April, 1885, payable with interest three and twelve months after date, that the notes "were renewed and carried along from time to time by new or renewal or other notes, but have never been paid, but with interest thereon are still due to the plain-

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