Macdougall, 28 Upper Can. C. Pleas, 345, cited by plaintiff, does not help this case.

The case of *Fenwick* v. *Ansell*, 5 Legal News, 290, cited by defendant, is directly in point.

Action dismissed.

Weir, for plaintiff.

Dunlop & Lyman, for defendant.

SUPERIOR COURT.

MONTREAL, March 10, 1883.

Before TORRANCE, J.

MCBEAN v. MCBEAN *et al.*

Partnership—Dissolution.

After dissolution of the partnership one partner has no authority to borrow money in the name of the firm for the purposes of the partnership business.

The plaintiff demanded from the defendants $3,488.86 which he said he advanced to them to purchase grain in connection with their business as partners. The defendant Alexander G. McBean denied the liability, and set up that at the dates in question he was not partner with the other defendant Donald G. McBean.

PER CURIAM. The moneys in question were remitted by George McBean to the defendant Donald G. McBean as follows:—$2,485.96 on the 30th June, 1882, $436.27 on the 10th June, and $566 63 on the 7th July. There had been joint ventures between the two defendants as evidenced by an agreement in writing, plaintiff's exhibit No. 1. It terminated on the 10th May, and plaintiff undoubtedly knew of the termination. Donald says that about the 19th May, he made with plaintiff similar arrangements to those which he had previously had with the defendant Alexander G. McBean. Mr. Tait, counsel for Alexander G. McBean, says that Donald had no authority to borrow for the joint account, and I see no right on his part to borrow money to pay the debts of the firm. It has been held that one partner, after dissolution, cannot give a bill or note in the name of the firm even for an antecedent debt; and although such partner is authorized to settle the business of the firm. Story, Partnership, § 322; Pardessus, Société, 3rd vol. pp. 431, 2. Plaintiff made remittances of money to Donald from time to time, and Donald applied this money to meet his liabilities generally whether contracted for plaintiff or otherwise. I think the plaintiff has failed to make out his case against Alexander G. McBean, but he shall have judgment against Donald G. McBean.

Macmaster & Co. for plaintiff.

Abbott, Tait & Abbotts, for A. G. McBean.

COURT OF QUEEN'S BENCH.

(CROWN SIDE.)

MONTREAL, March 16, 1883.

Before RAMSAY, J.

REG. v. MILLOY *alias* DOOLEY.

Evidence—Examination of witness before Justice under 32-33 *Vict., cap.* 30, *s.* 29.

The examination of a witness under 32-33 *Vict., Cap.* 30, *s.* 29, *was held inadmissible where there was no caption to the deposition, as given in form M, to show that a charge had been made against the prisoner, and that he, having knowledge of the charge, had a full opportunity of cross-examining the witness. The test of admissibility is the opportunity given the prisoner to cross-examine, he having knowledge that it is his interest so to do.*

RAMSAY, J. The Crown proposes to put in the examination of the deceased in presence of the prisoner as to the circumstances of the the murder of which the prisoner is now on trial, and have it read to the jury as direct evidence of the facts. The production of this examination is objected to on the ground that it was taken in the form of an information and complaint used when the accused is not yet arrested, that is to say, it is taken as though the complainant were seeking a warrant of arrest. It is argued that the Statute lays down a mode of procedure to be followed when the accused appears or is already in custody for this or any other offence, 32 & 33 Vic., c. 30, sec. 29, and that a form (M) is given by which it is prescribed that there must be a caption describing the offence "as in a warrant of commitment," and it is only after depositions are so taken that the Justice is authorized to commit the accused to prison or to bail him. The next section (30) then goes on to say how the justice shall administer the oath, and then continues, "and if upon the trial of the person accused, it be proved upon the oath or affirmation of any credible witness, that any person *whose deposition has been taken as aforesaid*, is dead, or is so ill as not to be able to travel, or is absent from Canada, and if it be also proved that such deposition was taken in presence of