peared. In 1877, the firm failed, and the creditors prepared a petition in bankruptcy against P., trading as P., Son & Co.; but it was finally decided to file the petition against P. and the son, as joint traders, and a resolution for liquidation by arrangement was registered. P. had no separate estate apart from his interest in the business; and H., being the only separate creditor, appealed from the order to register, and the registration was cancelled. A firm creditor then filed a petition in bankruptcy against P. and the son, as a firm, and they were adjudged bankrupt, with their consent. An application by H. to annul the adjudication was refused, and no appeal taken. H. then applied for a declaration that the assets of the business be declared separate estate of P. Both P. and the son testified that the son was not a partner, though he took the position of partner, and that it was the intention to make him one if the business turned out profitable; as, however, was not the case. The petitioning creditor and eight other creditors (there being eighty-two in all) testified that they always considered P. & Son as partners, and the petitioning creditor said the debtors had told him they were partners. P. told a creditor on one occasion that his son had married a lady of means, and on that ground asked for further credit, which was given him. *Held*, that there was a partnership, and the assets must be treated as joint estate.—*Ex parte Hayman. In re Pulsford*, 8 Ch. D. 11.

See Arbitration; Bank, 1.

Passenger.—See Railway, 1.

Patent.—See Trade-mark, 2.

Penalty.—See Judgment.

Pleading and Practice.—See Attorney and Client, 1, 2; Costs; Demurrer; Husband and Wife, 2, 3; Partnership, 1, 2; Quo Warranto; Solicitor.

Post-nuptial Settlement.—See Settlement, 1.

Power.—See Infant; Settlement, 2.

Practice.—See Pleading and Practice.

Principal and Agent.

In 1868, the plaintiff, registered owner of a steamship, consigned it to G. in Japan for sale. G., with the plaintiff's approval, employed the defendant to sell the vessel, and a minimum limit of $90,000 net cash was fixed as the price. The defendant tried to sell, but without success, and had some correspondence with G., in which he suggested that he would become the purchaser at the price fixed for cash, and himself run the risk of obtaining more on a re-sale, by means of giving credit; but no agreement was come to on the subject. March 12, 1860, he wrote that he would take the vessel himself at $90,000. March 17, he sold her to a Japanese prince for $160,000: $75,000 cash, and the balance credit. This sale was the result of negotiations extending over some time. The plaintiff received the $90,000 from the defendant through G., and the defendant finally received the $160,000 in full from the prince. The plaintiff did not know that the defendant was the purchaser, or of the resale, until June, 1869, when the transaction was ended, and he made no claim on defendant until 1873, although they met frequently. *Held*, that the defendant must account to the plaintiff for the profit made by the resale, and that the plaintiff had not forfeited his right to relief by his laches or by acquiescence.—*De Bussche* v. *Alt*, 8 Ch. D. 286.

See Bank, 2.

Principal and Surety.—See Surety.

Privileged Communication.—See Attorney and Client, 1, 2.

Privity of Contract.—See Principal and Agent.

Profits.—See Partnership.

Promissory Notes.—See Bills and Notes.

Proximate Cause.—See Negligence, 1.

Public Corporation.—See Corporation.

Quiet Enjoyment.—See Landlord and Tenant, 3.

Quo Warranto.

An officer of a board of health was illegally dismissed from his office. On application for *quo warranto* by him, it appeared that he could be legally dismissed by the authority complained of, and that, as matter of fact, he would be if reinstated; and the rule was refused.—*Ex parte Richards*, 3 Q. B. D. 368.

Railway.

1. Plaintiff, travelling on defendant's road, requested a servant of the road to take charge of and put into his compartment his hand-bag, while he went for some lunch. The servant promised to look after it, put it into the compartment, and turned the key, and, when plaintiff came back, said it was all right. On entering the compartment, plaintiff found the bag was missing. The jury found that the proper place for the bag was in the compartment; that the servant was acting as servant of the company, and within the scope of his employment; that there was no negligence on the part of anybody; and that the bag was stolen by some one unknown. *Held*, that the plaintiff could not recover. The company was not liable as a common carrier, not having complete control of the goods, nor as insurer.—*Bergheim* v. *The Great Eastern Railway Co.*, 3 C. P. D. 221.