

LOUNT, J.

FEBRUARY 12TH, 1902.

TRIAL.

## HARRIS v. STEVENS.

*Sale of Goods—Credit—Promise Written to Mercantile Agency to be Responsible for Goods Delivered to Another Person Carrying on Business in Another Name—Not within Statute of Frauds—Partnership.*

Action tried at London, brought to recover \$985, the price of goods sold and delivered to the Stevens Manufacturing Company, and \$900, the amount of the company's promissory note, given for price of other goods.

E. Meredith, K.C., and J. C. Judd, London, for plaintiff.

G. C. Gibbons, K.C., and M. D. Fraser, London, for defendants Labatt and Stevens.

W. C. Fitzgerald, London, for defendants Fitzgerald & Co.

LOUNT, J.—The plaintiff alleges that at the time of the sale of the goods, the defendants Labatt and Fitzgerald were the real owners of the business carried on as the Stevens Manufacturing Co., and that the goods were supplied on their credit, or that the defendants were carrying on the business in partnership. He also alleges that defendants Labatt and Fitzgerald & Co. furnished to R. G. Dun & Co., mercantile agency, a writing stating that "In reply to your enquiry, we beg to say that we hold ourselves responsible for the payment of all goods which may be bought for, and delivered to or on account of the Stevens Manufacturing Co., in the course of their business," which was furnished for publication to the trade, to be communicated to plaintiff and others having dealings with the Stevens Co., to enhance its credit, and to induce the furnishing of goods on credit; that this statement was shown to him, plaintiff, and he supplied the goods on the strength of it; and that said defendants authorized one T. A. Stevens, the company's manager, to pledge their credit for the goods. I find, on the evidence, against the plaintiff, and I find, also, that although the memorandum sent to R. G. Dun & Co. at their request was for publication, to the knowledge of the senders, the defendants Labatt and Fitzgerald & Co., it did not create a liability on their part to the plaintiff, to whom it was not addressed, and who is not a party to it. It is not a sufficient memorandum in writing to satisfy the Statute of Frauds. See *Williams v. Lake*, 2 Ell. & Ell. 349; *Williams*