

twenty shillings in the pound, while persons in trade can indulge in every luxury and live with the greatest ostentation during the twelve months preceding the collapse, and finally settle their debts at a farthing in the hundred pounds. We agree, however, with the *London Economist*, that "a raising of the standard, not a lowering, is the thing really wanted; the evasion of debts should be made more difficult, not less difficult." "It is quite true," the same journal remarks, "that men of the working classes are under this difficulty, that if they cannot scrape together sufficient to pay the stamp duty and solicitors' charges they cannot avail themselves of the provisions of the Bankruptcy Act. A trader may be quite as insolvent as a bankrupt labourer, and even more dishonest, but if he can meet the needful expense, he can obtain a discharge from his liabilities by filing a liquidation petition, which the poorer man from his very poverty is unable to do. Thus one man may fail for £70,000 or £80,000, and get off scot free without paying a single penny to his creditors; while another man who possibly owes £10 may have to struggle on in the direst poverty, and perhaps have his goods seized in execution besides, until he has paid 20s. in the pound. Mr. Macdonald's motion curiously marks the very unsatisfactory state of feeling which the existing state of the law and the facility with which the payment of debts can be evaded has produced in the public mind."

## REPORTS AND NOTES OF CASES.

### SUPERIOR COURT.

Montreal, Sept. 30, 1878.

JOHNSON, J.

KANE v. WRIGHT et al.

*Partnership Adventure—Tendering for a Contract—Termination of Partnership Interest.*

The plaintiff and another entered into a partnership with the two defendants to tender for some dredging and harbor works. Their tender and supplementary tender were not accepted, and the defendants subsequently took a sub-contract from another person whose tender (supplementary tenders having been asked for) had been accepted.

*Held*, that the rejection of the tender put an end to the partnership interest of the parties making it, there being no evidence that the rejection was improperly

brought about by the defendants; and the latter were not precluded from taking a sub-contract for their individual benefit for the same work.

JOHNSON, J. This was a very long case, and there were a great many witnesses heard—and a great many letters produced; but after all perhaps the leading facts are few, and the points to be decided are simple. The plaintiff is a gentleman residing in Montreal, and the defendants are Mr. Wright, of New York, and Mr. Moore, of Portland, Me., well known public contractors.

In January 1877, the Quebec Harbour commissioners invited tenders for the construction of some public works about the harbor there—which I need not specify with particularity, except to say that among these works, which were of an extensive character, there was some dredging of a difficult kind. These works were described in the specifications as to be seen at the office of the commissioners, and parties tendering were to furnish the names of two sureties for \$50,000, and deposit an accepted bank cheque for \$3,000.

The important allegations of the plaintiff are that about the 27th January, 1877, at Montreal, he and a Mr. Angus McDonald, and the two defendants, made a partnership, each having one fourth interest—and that the objects of this partnership were to tender for and to construct these works, particularly the dredging; and the duration of the partnership was to be the time necessary for their construction. Mr. McDonald subdivided his share with his two sons—but that is immaterial; and the firm was Moore, Wright & Co., and in that name the tender was made on the 31st of January. Supplementary tenders were afterwards asked for by the commissioners, and notice given to the parties who had tendered, of whom there were several, besides the plaintiff and his partners, and among them, a Mr. Peters.

On the 13th of March, (the supplementary tenders being required by the 26th), the plaintiff and McDonald communicated with the defendants, and sent them a blank form of supplementary tender, which they sent back from Portland to Montreal, to be signed by the sureties, which was done; and it was agreed to reduce the original tender by \$30,000 to \$60,000, and the defendants were empowered to act for the plaintiff and for the firm, and make the sup-