

they do not consider that any such authority existed by virtue of the relations between them; all conveyances required to carry out sales were executed by each for his undivided interest. Upon the death of W. and D. the business was continued by their representatives on the same footing, and the representatives of W. subsequently sold their interest to T. W., who purchased on behalf of and to protect some of the legatees of W., without any change being made in the manner of conducting the business. A bookkeeper was employed to keep the books required for the various interests, with instructions to pay the moneys received at the office of the co-proprietors into a bank, whence they were drawn upon cheques bearing the joint signatures of the parties interested, and the profits were divided equally between the representatives of the parties interested, some in cash, but generally by cheques drawn in a similar way. M. N. D., who looked after the business for the representatives of D., paid diligent attention to the interests confined to him, and received their share of such profits, but J. C. B., who acted in the W. interest, so negligently looked after the business, as to enable the bookkeeper to embezzle moneys which represented part of the share of the profits coming to the representatives of W. In an action brought by the representatives of W., to make the representatives of D. bear a share of such losses, Held, affirming the judgment of the Superior Court and of the Superior Court sitting in review, that the facts did not establish a partnership between the parties, but a mere ownership *par indivis*, and that the representatives of D. were not liable to make good any part of the loss, having by proper vigilance and prudence obtained only the share which belonged to them. Even if a partnership existed there would be none in the moneys paid over to the parties after a division made. Geoffrion, Q. C., and Abbott, Q. C., for the appellants. Beique, Q. C., and Lafleur for the respondent.

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DONOHUE v. HULL.—N. W. Territories.
—June 26, 1895.—Husband and wife—

Purchase of land by wife—Re-sale—Garnishment of purchase money on—Debt of husband—Practice—Statute of Elizabeth—Hindering or delaying creditors. D. having entered into an agreement to purchase land, had the conveyance made to his wife, who paid the purchase money, and obtained a certificate of ownership from the registrar of deeds, D. having transferred to her all his interest by deed. She sold land to M. and executed a transfer acknowledging payment of the purchase money, which transfer in some way came into the possession of M's solicitors, who had it registered and a new certificate of title issued in favor of M., though the purchase money was not, in fact, paid. M's solicitors were also solicitors of certain judgment creditors of D., and judgment having been obtained on their debts, the purchase money of said transfer was attached in the hands of M., and an issue was directed as between the judgment creditors and the wife of D. to determine the title to the money under the garnishee order, and the money was, by consent, paid into court. The judgment creditors claimed the money on the ground that the transfer of the land to D.'s wife was voluntary and void under the statute of Elizabeth, and that she therefore held the land and was entitled to purchase money on the re-sale, as trustee for D. Held, reversing the decision of the Supreme Court of the North West Territories, that the garnishee proceedings were not properly taken; that the purchase money was to have been paid by M. on delivery of the deed of transfer and the vendor never undertook to treat him as a debtor; that if there was a debt it was not one which D., the judgment debtor as against whom the garnishee proceedings were taken, could maintain action on in his own right and for his own exclusive benefit; and that D.'s wife was not precluded, by having assented to the issue and to the money being paid into court, from claiming that it could not be attached in these proceedings. Held, also, that under the evidence given in the case, the original transfer to the wife of D. was *bona fide*; that she paid for the land with her own money and