BUSINESS IN APPEAL.

The actual reduction of the roll effected by the extra terms in Montreal is rather disappointing. The May term commenced with 78 appeal cases inscribed for hearing. In May of last year the number of inscriptions was 99, while in May, 1882, the number was 95. The actual gain on 1882 is, therefore, only 17, which, it is to be feared, will be almost lost when the September list appears, as the progress during the present term has been unusually slow.

THE LATE CHARLES O'CONOR.

Charles O'Conor, a distinguished lawyer of New York, died May 2, aged 80. The daily journals are full of eulogiums on the deceased, but the *Albany Law Journal* is less glowing. Our contemporary says: "He was a man of strong mental endowments, and perhaps for many years would have been named as the leader of the American bar, but his career has been disfigured by a bad temper, cold manners, and some unseemly squabbles. He will be longest and most unpleasantly remembered for his attack on the Court of Appeals of this State. He was a man of great learning, but there are a score in the country at present his equal. He was a powerful advocate, but he cannot be ranked with such geniuses as Webster and Choate."

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, January 23, 1884.

DORION, C.J., RAMSAY, TESSIER, BABY, JJ.

PRENTICE (deft. below) Appellant, and MACDOUGALL (plff. below), Respondent.

Partnership—Partition—Warranty.

Art. 1507 *C.C. does not apply to partition between co-partners. Where two partners made a partition of shares forming a portion of the partnership property, and one was evicted from his share, the other partner was held not liable for more than the value of the share at the time of the partition, i. e., his obligation was merely to equalize the value of the portions, without a new partition.*

RAMSAY, J. This is an action to account brought by one of the members of a partnership against his co-partner after the dissolution of the partnership by mutual consent. At first there appears to have been a number of questions at issue between the parties, but the only one submitted for our consideration is as to the disposal of 160 shares of the Silver Islet Company. Apart from the Silver Islet transaction, the respondent admitted his account was overdrawn by the amount of $7,296.01.

Before proceeding to examine into the only question with which we have to deal, it is necessary to say that by the articles of partnership the appellant was to have two-thirds of the profits of the general brokerage business, and three-fourths of the profits resulting from the sale of mines and mineral rights, and from the formation of companies in Canada, the United States and Europe. After some preliminary details, which are wholly unimportant as regards the issue before us, the appellant and respondent, as co-partners, obtained on the 18th April, 1870, the right to purchase the whole property of the Montreal Mining Company (really the Silver Islet property) for $225,000, this right to purchase being open till the 1st June, 1870. As the right to purchase for so short a time was insufficient to allow of the negotiations contemplated by Prentice in England, the firm of Prentice & Macdougall on the 6th May obtained from The Montreal Mining Company the right to an extension of time till the 1st September following, by their paying the company $2,000, or giving an approved note for $2,000, to be forfeited to the company in case Prentice & Macdougall should fail to accept and pay for the property according to agreement. In order to procure the $2,000 necessary for this deposit Prentice turned to a friend in London, Mr. McEwan, and obtained the necessary funds from him, on the promise that he should share equally with Prentice & Macdougall in the profits of the transaction. The deposit was duly made, and on the 25th May the Montreal Mining Company made a bond in favour of Prentice alone. When it became necessary to pay up the balance of the first instalment ($48,000) under the bond on the 1st of September, 1870, Pren-