" be wrong," " les magistrats ne craignent pas " de faire une injustice, en chargeant de l'édu- " cation de l'enfant celui qui peut au moins en " être le père, et qui n'offre aucun moyen plau- " sible pour la négative. De deux possibilités " il faut choisir celle qui étant plus vraisem- " blable, est aussi la plus utile à l'enfant : il " lui faut un père " (as Ch. J. Rolland used to say): " Le bon sens veut qu'on le choisisse " parmi ceux qui se sont exposés à le devenir. " Après tout, l'objet des magistrats n'est pas " de rencontrer nécessairement l'auteur de la " paternité naturelle. Il suffit qu'il y ait dans " les présomptions de quoi asseoir *une pater-* " *nité vraisemblable.* Celui sur qui elle tombe " ne doit imputer qu'à son imprudence et à " son inconduite de s'être exposé à ce soupçon." And then, Fournel gives some most extraordinary cases which I will forbear from referring to more particularly, but going on the main principles laid down by the recognized authority of Fournel, I say what else is *vraisemblable* in this case, except the paternity of the defendant? I say more: I say this infamous defence alleging the misconduct of the woman, failing as it does most miserably, what other defence has this man before the Court? None, absolutely none, but technicalities and sophistries which are too futile to be noticed. I have no doubt that upon the well understood principles governing such a case, the judgment must be for the plaintiff: and accordingly the defendant is held to be the father of the child; and to pay for its support.

Judgment for the plaintiff.

E. N. St. Jean for the plaintiff.

Mercier & Co. for the defendant.

CIRCUIT COURT.

MONTREAL, January 25, 1884.

Before DOHERTY, J.

CARMEL v. ASSELIN et al., and GIRARD, opposant.

Partnership—Dissolution.

1. *The members of a general partnership are jointly and severally liable for the obligations of the partnership, whether it be still existing or not.*
2. *The creditor of such partnership is not obliged to proceed against the property of the firm before seizing the effects owned by the partners individually.*

The defendants are hotel keepers at Montreal, carrying on business under the firm of " P. Asselin & Cie."

The plaintiff, a judgment creditor of the firm, caused the effects of Girard, one of the partners, to be seized at his domicile. Girard opposed the seizure on the ground that his individual property could not be seized under a judgment against the firm for a debt of the firm. It was also alleged that the notice of sale was irregular.

The plaintiff contested the opposition, alleging that the firm was dissolved, and had no known place of business nor assets, and that the defendants were jointly and severally liable.

The COURT dismissed the opposition.

Sarasin for opposant.

D'Amour for contestant.

CIRCUIT COURT, 1881.

SHERBROOKE, July 2, 1881.

Coram DOHERTY, J.

ANDERSON v. THE GRAND TRUNK RAILWAY COMPANY OF CANADA.

The Railway Act—Actions for indemnity—Limitation of six months.

The six months' prescription under " The Railway Act " applies to actions for the value of horses or cattle killed on the railway track.

This was an action of damages, in which plaintiff claimed, from the defendants, the value of a horse killed on their track, near Richmond, P. Q., on the 17th September, 1880.

The writ was issued on the 22nd April, 1881, more than six months after the alleged occurrence.

The plaintiff's declaration alleged that the fences separating the railway from the plaintiff's pasture were insufficient; that the horse, owing to the bad state of the fences, got on the track, and was killed in consequence of defendants' neglect to maintain the fences in proper condition.

The defendants pleaded the prescription of six months established by " *The Railway Act.*"

W. White for defendants:

The laches of which the plaintiff complains, is the failure of the defendants to fulfil an