" tively nothing. It is of great consequence to " the police of the country." There was a verdict for the defendant. *Vide Beckwith* v. *Philby*, 6 B. & C. 635; *Davis* v. *Russell*, 5 Bingham, 359; *Rohan* v. *Sawin*, 5 Cushing, 281; and the foot note in Bennett & Heard to *Ledwith* v. *Catchpole*.

In the present case there having been a felony committed, and the prisoners, in the garb of workmen, having presented at the bank bills of $20 and $50, very unusual bills for persons in their station to have, the arrest appears to have been made by the police within the limits of their duty, and the plea should be maintained.

The cases of *Coyle* v. *Richardson*, and *Walker* v. *City of Montreal*, cited by plaintiff, are entirely different from the present one, and should not lead us here. As Lord Mansfield says: "An innocent man has been taken up, upon such suspicion; but the mischief and inconvenience to the public, in this point of view, is comparatively nothing. It is of great consequence to the police of the country."

Action dismissed.

Loranger & Co. for plaintiff.
Roy, Q. C., and *Ethier* for defendants.

SUPERIOR COURT.

MONTREAL, Nov. 30, 1881.

Before TORRANCE, J.

BROWN v. WATSON *et al.*

Partnership—Liability for deposit.

A sum of money was received by the financial member of a firm, who gave the receipt of the firm therefor, and credited the money to himself in trust. Held, that the firm was liable for the repayment of the amount.

The action was to recover $2,200 and interest, alleged to have been deposited with defendants in May, 1875. The evidence of the deposit was the receipt signed by James Rose, a member of the firm, in the name of the firm.

The plea was that the defendants never received the money, and that the receipt of James Rose was a violation of the articles of the partnership.

PER CURIAM. The evidence shows that the money was received by the firm and went into their funds in the bank, and was credited to James Rose in trust in their books. James Rose was the member of the firm especially charged with the management of the finances, and continued to have charge of the finances and books till December, 1879. He says he withdrew it in September, 1875, but replaced it subsequently. There is proof that the firm did not know the plaintiff in the transaction, and never paid her interest, but interest at 7 per cent. was credited James Rose in trust on his deposits. In December, 1879, when this trust account was closed, it was found to be deficient $1,266.76, which was charged to James Rose individually.

The Court refers to Story on Partnership, §§ 102, 105: "If one partner should borrow money on the credit of the firm, which he should subsequently misapply to his own private purposes, without any knowledge or connivance on the part of the lender, the firm would be bound therefor." *Vide* also Pollock, Digest—Partnership, art. 18, pp. 33, 36, 39.

It is plain that the firm got the money. The borrower was the financial partner, agent for the co-partners, and they were bound by his acts. The position the court takes with respect to this matter is that the money, being received by the firm, it benefitted by it, and its agent, the financial member of the firm, James Rose, having received the money for the firm, and given the acknowledgment of the firm for it, the firm is bound thereby till repayment, and redemption of the note.

Judgment for plaintiff.

L. N. Benjamin for plaintiff.
Ritchie & Ritchie for defendants.

SUPERIOR COURT.

MONTREAL, Nov. 30, 1881.

Before JOHNSON, J.

BOILEAU v. LA CORPORATION DE LA PAROISSE DE STE. GÉNEVIÈVE.

Corporation—Passing an offensive and injurious resolution—Damages.

The defendants, a municipal corporation, passed a resolution affecting to remit certain arrears of taxes on the ground that the plaintiff (the debtor) was about to invoke prescription. Held, that this was injurious, and that the plaintiff was entitled to have the resolution expunged from the minutes.

PER CURIAM. The plaintiff's action here is against a corporate body, alleged to have been guilty of conspiracy to injure