real estate in New York, which they desired to improve. To enable them to do so, Fowler loaned $50,000 to them; taking as security therefor a mortgage upon the land, with an agreement that he should be repaid his loan and interest, with one-half the profits of the adventure, which the McCormicks guaranteed should amount to $12,500. This case was decided upon the authority of *Richardson* v. *Hughitt*, and was said to resemble it in all essential particulars. In *Cassidy* v. *Hall*, *supra*, it was held that the defendants were mere lenders of money to an existing corporation. The opinion states that "under the agreement the advances were to be made only upon such orders as the defendants approved, and the most that can be claimed from it is that the defendants were the financial agents of the company, to make advances and discount their paper, for the purpose of relieving the company from the financial embarrassment under which it was evidently labouring; for which they, the the defendants, were to receive a proportion of the face of the orders upon which the advances were made as a compensation for the risks they incurred, and for the use of the money advanced by them. They were not generally interested in the affairs of the company, but only for a special and specific purpose; and in no sense were they partners." It cannot reasonably be claimed that either of these cases is an authority for the reversal of this judgment. Whatever might have been their bearing if they related to the loan of money alone, we will not say; but when connected with the circumstance that the defendant was expected to render future services as a principal, and furnish further financial aid, with a certain supervision over the conduct of the business, we think this case is clearly distinguishable from those cited.

In the view taken of this case, it is quite immaterial whether the plaintiff extended the credit to Gorham alone or not, as the defendant was held liable upon the ground that, as to third persons, he was a partner; and it did not affect that liability, whether the plaintiff knew the fact or not.

The exception to the ruling of the court sustaining the objection to the question put to plaintiff on cross-examination, as to whom the credit was furnished, was not well taken, as the fact sought to be proved was immaterial. The judgment should therefore be affirmed. All concur.

APPEAL REGISTER—MONTREAL.

Monday, January 20.

Fraser & Brunette.—Hearing concluded. C. A. V.

Barnard & Molson.—Hearing concluded. C. A. V.

Fournier & Leger.—Part heard.

Tuesday, Jan. 21.

Fournier & Leger.—Hearing concluded. C. A. V.

Cie de Navigation & Desloges.—Heard. C. A. V.

Guimond & Sœurs de l'Hotel Dieu.—Délibéré discharged by consent.

Trustees of Montreal Turnpike Roads & Rielle.—Part heard.

Wednesday, January 22.

Montreal Street Ry. Co. & City of Montreal.—Motion for leave to appeal to Privy Council rejected with costs.

Fahey & Baxter.—Délibéré discharged.

Montreal Street Ry. Co. & Lindsay.—Confirmed.

Dorion & Dorion (No. 68).—Reformed, with costs of 1st class in favor of appellant, J. B. T. Dorion.

Dorion & Dorion (No. 153.)—Judgment reformed; respondent to render an account within two months, or pay $13,500, in lieu of *reliquat de compte*, with costs of 1st class in favor of appellant P. A. A. Dorion.

Laforce & Le Maire et al. de Sorel.—Confirmed, but for a different reason, with costs of 1st class. Tessier, J., differs as to costs in appeal.

Webster & Taylor.—Confirmed.

Marion & Maitre Général des Postes.—Reversed.

Brulé et vir & Bussières, & Prevost.—Confirmed.

Trustees of Montreal Turnpike Roads & Rielle.—Hearing concluded. C. A. V.

Exchange Bank & Gilman.—Heard. C.A.V.