

agreed to pay as one of the terms of settlement between the said parties."

Held, that the plaintiffs could not recover in an action in the form in which it was set up, as the plaintiffs in such an action would be strangers to the contract: *Gandy v. Gandy*, 30 Ch.D. 57; Leake on Contracts, p. 292; neither could the plaintiffs sue as cestuis que trustent claiming a beneficial interest under the agreement, for the evidence did not shew that the \$50 was to be paid to the defendant's wife as trustee for the plaintiffs: *In re Empress Engineering Co.*, 16 Ch.D. 125. But that there was under the circumstances an equitable assignment of the wife's claim for costs to the solicitors, which was assented to by the three parties all present together, and which enabled the plaintiffs, by an amendment of their particulars of claim, to maintain an action in their own names for the costs in question, and that, upon such amendment being made, the verdict in favour of the plaintiffs in the County Court should be allowed to stand. Appeal dismissed without costs.

Burbidge, for plaintiffs. *Phillipps*, for defendant.

Richards and Perdue, JJ.A.]

[June 29.

SLINGSBURY MANUFACTURING CO. v. GELLER.

Partnership—Limited partnership—R.S.M. 1902, c. 129, ss. 61-81.

Appeal from decision of PHIPPEN, J.A., noted ante, p. 219, allowed with costs.

Held, that Rosenthal, having agreed to enter into a partnership with his co-defendants, though intending to take advantage of the provisions of the Act so as to limit his liability to that of a special partner, and having contributed \$4,000 to the capital of the firm not as a loan, as he had failed to comply with such provisions, had made himself liable, upon common law principles, as a general partner.

To become liable as a general partner, it is not necessary that the person should be clothed with authority to bind his fellow partners as their agent. He may be a silent or dormant partner and yet liable as a general partner.

Pooley v. Drier, 5 Ch.D. 474, followed.

Cameron and Phillipps, for plaintiffs. *Bradshaw*, for defendant Rosenthal.