

Pending the proceedings had in relation to the seizure the Respondent obtained a rule to proceed *ex parte* against the Appellant and the other co-defendants, and attempted to prove—

1. That the Defendants were co-partners in trade.
2. That they had respectively for several intervals of time lodged at his house, and that there was due unto him, for their board and lodging, the sum demanded, to wit.

Giving unto the evidence adduced by the Respondent the full effect which he could ask, it goes to shew only a *particular* partnership in the trade of fulling and carding; no general partnership is attempted to be proved.

And if such general partnership had been proved it would have been necessary for the Respondent, to entitle him to recover, to have gone one step further and to have shewn that the debt in question was a *partnership debt*. On the contrary, the sum demanded by the Respondent from the three Defendants jointly, as due under a joint contract, is a sum composed of three several sums, differing in amount, due under three several implied contracts, by three persons, severally and respectively, against each of which three persons the Respondent might and ought to have brought his action for the sum by each respectively due and owing unto him.

The action being upon this ground not maintainable against the three Defendants as co-partners, it will be unnecessary for the Appellant to advert to the total insufficiency of the proof as to the time during which these three persons severally lodged at the Respondent's house.

The Court below however by their final Judgment in the cause condemned the Appellant and his co-defendants jointly to pay to the Respondent the sum of seventy pounds, with interest from the eleventh of April, one thousand eight hundred and seventeen. and costs of Suit.

Quebec, 20th July, 1818.