

defendants to convey the glass, but it distinctly appeared that the plaintiffs had dealt directly with the Montreal Ocean Steamship Company. His honor said he was free to give it as his carefully formed opinion that no responsibility could be fastened upon the defendants under the circumstances. But apart from the legal question, the action should be dismissed, for there was no evidence of negligence on the part of the defendants, which could make them liable under the bill of lading. On these grounds,—first, that the plaintiffs had failed to prove that the defendants were responsible as set forth in their declaration, there being no evidence of a contract express or implied between them; and, secondly, that there was no negligence in fact or in law attributable to defendants, the action must be dismissed.

**SPECIAL AND GENERAL PARTNERS.**—Court of Review, Montreal.—Present: Mendelet, Berthelot, MacKay, Torrance, and Beaudry, J. J. Boston and Maine Foundry Co. *vs.* Wilson *et al.* (Dominion Foundry Co.)—Is a partner registered as a special partner liable jointly and severally with the general partners for the debts of the firm? Held, by the Court of Review, that he is, and that his limited liability ceases if he takes any public share in the business. *Hen, Burland*, the special partner, was proved to have gone to the States, and there acted in behalf of the Company as their agent and representative.

**RECENT DECISIONS IN THE QUEEN'S BENCH.**—**INSOLVENT ACT OF 1869, SEC. 89.**—**SALE WITHIN THIRTY DAYS.**—Under sec. 89 of the Insolvent Act of 1869, the presumption that transactions within thirty days next before the assignment, &c., were made in contemplation of insolvency, is not conclusive, but may be rebutted. In this case the creditor, who lived twenty miles from the insolvent, had a mortgage on the insolvent's house for \$900, of which \$406 was due. On the 8th February he wrote to the insolvent to call and arrange matters the next time he was in, and on the 9th he purchased from the insolvent about \$1,400 worth of pork, on condition that \$600 should go upon the mortgage, and he paid the balance of the purchase money to other creditors. An attachment in insolvency issued on the 3rd March, and the assignee brought this suit against the creditor to avoid the transaction. The creditor said he did not wish to press the debtor in any way, but wanted his money. The debtor owed about \$3,000, and his property produced only \$1,000. There was contradictory evidence as to defend, and knowing or having probable cause for believing that the debtor was unable to meet his engagements, and as to whether the property mortgaged was worth more than the balance left due upon it. The jury having found in favor of the defendant, the creditor, the Court held that the transaction was not avoided by force of the statute; and upon the facts they refused to interfere. Held, also, that the insolvent could not, under the circumstances, be said to have acted voluntarily, within the meaning attached to that word by the decided cases. *Campbell, Assignee of William Chalmers, an Insolvent, v. Barrie.* 31 Q. B., 279.

**INSOLVENCY—MORTGAGE.**—The insolvent, an innkeeper, on the 12th of August, 1869, gave the plaintiff a mortgage upon the whole of his property, payable in six months, for an over due debt. The attachment in insolvency issued on the 6th December, following, and the assignee seized and sold the goods. The evidence showed that the mortgagor knew, or had strong reasons to believe, himself to be insolvent when he gave mortgage, but that the defendant did not know it, and that the mortgage was given under pressure by defendant, and not with intent to defeat or delay creditors. Held, that under these circumstances it was not

void under the Insolvent Act as against the assignee.—*Archibald v. Haldan.* 31 Q. B., 295.

**DECLARATION OF PARTNERSHIP.**—Sec. 6 of 33 Vic. ch. 20, O., by which the declaration of the name, &c., of a partnership required to be filed under that Act is made incontrovertible, does not apply to the case of a penal action brought against a member of the firm for neglecting to file such declaration. The preamble and general tenor of the Act show that it was intended for cases in which a claim is made against the firm, or in which the partnership is concerned. Where, therefore, such declaration was filed on the 6th July, 1870, and stated that the partnership existed since the 23rd of August, 1869: Held, that it was competent for defendants to prove that in fact it was not formed until the 1st July, 1870, so that the declaration was filed in time.—*Cassidy qui tam v. Henry.* 31 Q. B., 345.

## Railways.

**THE ONTARIO RAILWAY FUND.**—Mr. Blake's bill to place the distribution of the Railway Fund under the immediate control of the Legislative Assembly, is as follows:—"Whereas it is expedient to give the Legislative Assembly additional control over the appropriation to particular works of the fund created by the Act in aid of railways; therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario enacts as follows:—"Every order in Council, made after the seventh day of December, in the year one thousand eight hundred and seventy one, authorizing payment to any railway company of any part of the said fund, shall, as soon as conveniently may be, after the making of such orders, be laid before the Legislative Assembly, for its ratification or rejection, and no such order shall be operative unless and until the same shall have been ratified by a resolution of the Legislative Assembly." The Act was amended by adding a claim requiring that notice shall be given in the *Ontario Gazette* of all orders in Council made under the authority of the Act.

**HUDSON'S BAY COMPANY'S JANUARY SALE.**—At the Hudson's Bay Company's sale of beaver this day (Jan. 15, 1872), there were offered 124,000 skins against 152,000 last January, and all found buyers, with good competition. Most of the seasoned skins were bought by our manufacturers for home consumption. 1st Y F large seasoned skins advanced 40 per cent. above last January prices; 1st Y F small seasoned skins advanced 65 per cent. above last January prices, and the other descriptions of small seasoned skins advanced 35 to 40 per cent.; 2nds Y F large advanced 25 per cent., but the darker marks sold fully 40 per cent. higher; 2nds small sold on an average of 45 per cent. higher, and some marks even advanced 60 per cent.; 3rds large advanced 50 per cent., and some few marks sold 80 to 100 per cent. higher; 3rds small, average advance, 60 per cent.—some of these skins brought double the price realized last January. Musquash sold 30 per cent. higher than last January. This report is based upon the prices obtained for the same article last January.

**MISSISSQUOI AND BLACK RIVER.**—The Quebec government have promised a subsidy to this line. When constructed it will connect the hitherto almost dis severed East and West portions of the Eastern Townships, and will give a continuous narrow gauge from Richmond *via* Waterloo and St. Johns in Montreal; and as the charter of the M. and B. R. V. R. R. gives power to construct a road from the present terminus of the Shefford and Chambly road to Magog, which is but a few miles from Ayer's flat on the Massi-

wippi Railroad, it will form another narrow gauge road from Montreal to Boston, and by connecting Magog and Sherbrooke a narrow gauge road, when the St. Francis and Megantic and International is completed, will be formed from Halifax to Montreal. The promoters of the Mississquoi and Black River Valley think that it has strong claims on the City of Montreal for assistance.

**NORTHERN PACIFIC.**—Oregon papers announce that Captain Maxwell's party have completed the survey of the Ononqualmie Pass, Oregon, and its eastern approaches, and have commenced running a line from Lake Chitman eastward, to the pass of the Cour de Leone, which completes the survey across the continent. Seattle papers represent the excitement in terminal lands was very great. Parcels of land worth \$1,000 two weeks ago have advanced to \$10,000. One hundred acres which sold two weeks ago for \$2,000 changed hands for \$5,000, and now is held at \$10,000.—*Railroad Gazette.*

It is stated that the Glasgow and Cape Breton Railway Company have decided to extend their railway to Louisburg, and that the shareholders have, by unanimous vote doubled the amount of the original capital, increasing it to £200,000 stg., for that purpose.

—Stock to the amount of \$110,000 has already been taken in Yarmouth, N.S., in the Yarmouth and Annapolis Railway, and it is expected that a considerable additional sum will yet be subscribed.

—\$6,000 of capital has been subscribed for another new Building Society in London, Ont.; it is to be called the Workingman's Building and Loan Society.

—Among the companies winding up in England is the "Canadian Washing Machine and Agricultural Implement."

## INSOLVENT ACT OF 1869, AND AMENDMENTS THERETO.

In the matter of William Meakin, an Insolvent.

I, the undersigned William Thomas Mason, of Toronto, have been appointed Assignee in this matter. Creditors are requested to file their claims before me, within one month.

W. T. MASON,  
Assignee.

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Dated at Toronto, this 10th day of February, A.D. 1872.

## Insolvent Act of 1869, and Amendments thereto.

In the matter of Joseph Ick Evans, an Insolvent.

The Insolvent has made an assignment to me, and the creditors are notified to meet at my office, No. 20 Toronto Street, in the city of Toronto, on Tuesday, the Twenty-seventh day of February inst., at three o'clock in the afternoon, to receive statements of his affairs, and to appoint an Assignee.

W. T. MASON,  
Interim Assignee.  
Dated at Toronto, this tenth day of February, A.D. 1872.

## Insolvent Act of 1869.

In the matter of William Ball Yates, an Insolvent.

A first and final dividend sheet has been declared, even to objection, until the Fourth day of March, 1872, after which dividend will be paid.

JOHN KERR,  
Official Assignee.  
Toronto, 15th February, 1872.

## INSOLVENT ACT OF 1869.

Canada, Province of Ontario, County of York. In the County Court of the County of York.

In the matter of George Boxall, an Insolvent. On Tuesday, the twenty-seventh day of February next, the undersigned will apply to the Judge of the said court for a discharge under the said Act.

Dated at Toronto, this 24th day of January, A.D., 1872  
GEORGE BOXALL.