

no partnership with the creditors, and the creditors understood with whom they were dealing, for, if I mistake not, the whole of the money that was accepted was spent, not even in suing the seven signatories to the memorandum of association, but in endeavouring to recover from the vendors and their agents in London the amounts that had been expended, and it was only when they found those parties were not good for those expenses, and failed to recover them in that way, that they turned round and insisted on what they had not insisted on before, that the respondents here were members of the association. That is the opinion I have formed, and therefore on that point I hold the liquidator has failed to make out that those persons should be placed on the list of contributories.

There is a question about persons who appear in the list of directors, and persons who acted as directors, that may give rise to a separate question, and in that we are ready to hear any observations that may be made.

The following interlocutor was pronounced:—

“The Lords having resumed consideration of the cause, with the record made up in terms of the interlocutor of 20th July last, and heard counsel, Find that the respondents who are proceeded against solely in respect of the letter of allotment of 22d July 1872, and the consequent payment of the allotment money, are not contributories, and ought not to be put upon such list, in respect they never were partners of the Consolidated Copper Company of Canada (Limited); and decree: And before further answer appoint the said respondents to lodge their account of expenses in process, reserving consideration of the same: *Quoad ultra* continue the cause.”

Counsel for Petitioner — Balfour — Alison.
Agent—T. F. Weir, S.S.C.

Counsel for Respondents John D. Peddie and Others—Asher—Mackintosh. Agents—Drummond & Reid, W.S., and J. & A. Peddie & Ivory, W.S.

Counsel for Respondents John Allan jun. and Others—R. V. Campbell—Pearson. Agents—Mitchell & Baxter, W.S.

Wednesday, November 14.

SECOND DIVISION.

SPECIAL CASE—PRINGLE AND OTHERS.

Succession—Mortis causa Conveyance—Conveyance of House under Bequest of “Moveable and Personal Estate.”

A bequest of “all the moveable and personal estate which shall belong to me at the time of my death,” taken in conjunction with the terms of a holograph letter of instructions by the testatrix, in which the amount of the estate as detailed included the value put upon certain house property belonging to her—*held* (upon the principle of *Hardy’s Trustees*, May 13, 1871, 9 Macph.

736; and *M’Leod’s Trustees v. M’Leod*, Feb. 28, 1875, 2 R. 481) to be sufficient to carry that heritage.

Counsel for First Party—Jameson. Agents—Scott-Moncrieff & Wood, W.S.

Counsel for Second Party—Fraser—Darling. Agents—Mylne & Campbell, W.S.

Thursday, November 15.

SECOND DIVISION.

[Lord Young, Ordinary.

SCHOOL BOARD OF THE BURGH v. SCHOOL BOARD OF THE PARISH OF RENFREW.

School—Education Act 1872, sec. 9—Disputed Areas of Parish or Burgh.

A question having arisen between the School Boards of the burgh and of the parish of Renfrew as to the respective areas of the two — *held* (following the case of *Lochgilthead School Board v. Knapdale School Board*, January 30, 1877, 4 R. 389) that under section 9 of the Education (Scotland) Act 1872, such a dispute was matter for the Board of Education or the Sheriff, whose decision was final, and action brought to have the matter determined in the Court of Session dismissed accordingly.

Counsel for Pursuers (Reclaimers)—Asher—R. V. Campbell. Agent—A. Kirk Mackie, S.S.C.

Counsel for Defenders (Respondents)—Balfour. Agents—Frasers, Stodart & Mackenzie, W.S.

Thursday, November 15.

FIRST DIVISION.

[Sheriff of Forfarshire.

NICOLL v. REID.

Title to Sue—Use of Firm Name—Where a sole Surviving Partner sued in his own Name for Debts due to Firm.

A firm of two partners was dissolved by mutual agreement, which provided for winding up the concern, and for the payment to and discharge by either party of debts due to or by the firm. One of the partners died shortly afterwards and before the winding-up was completed. *Held* that the surviving partner was then in the same position as if the death had operated the dissolution, and that in suing for a debt due to the firm neither law nor usage obliged him to do so in the company name.

The firm of Nicoll & Reid carried on business at Kirremuir as cabinetmakers and joiners. It was mutually agreed between the partners that the firm should be dissolved on December 31, 1875, and a minute of agreement was drawn up to that effect. The third article of the agreement was as follows:—“*Thirdly*, The books of the concern