
WIGLE v. WILLIAMS.

1895

Partnership—Retired partner—Continuance of firm name—Promissory note.

*Mar. 25.

APPEAL from a decision of the Court of Appeal for Ontario, affirming the judgment for the plaintiff Williams at the trial.

*May 6.
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*PRESENT :—Sir Henry Strong C.J., and Taschereau, Gwynne, Sedgewick and King JJ.

1895

WIGLE
v.
WILLIAMS.
—

The action was against the defendant, S. Wigle, as a member of the firm of S. Wigle & Son, on promissory notes made by said firm in favour of plaintiff. The defence was that the defendant had retired from the firm long before the notes were given, and although his son had carried on the business under the name of S. Wigle & Son, he had no interest in it; also that at the most he could only be liable in respect to the business of a general country store, which was the business of the firm before he withdrew, and not for that of buying and selling real estate and investing in securities, which his son alone had carried on and in respect of which the notes in question were given.

The courts below held that public notice of dissolution of the partnership between defendant and his son had not been given; that defendant was aware that his name still appeared as a member of the firm on the bill-heads and in other ways; and that he was aware of the general nature of the new business carried on by his son in the firm name; defendant was, therefore, held liable on the notes.

The Supreme Court affirmed the judgment of the Court of Appeal.

Appeal dismissed with costs.

McCarthy Q.C. and *Fleming* for the appellant.

Cowen for the respondent.
