

## LOWITZ MUST STAND THE LOSS.

**Pope & Co. Will Not Be Required to Refund Money Borrowed by Bullock.**

The Appellate court rendered an opinion yesterday in the case of Elias Lowitz against Samuel I. Pope & Co., holding that the defendants are not bound to pay the \$1,500 for which the money-lender obtained judgment in the lower court. Pope & Co. are manufacturers of steam-heating apparatus at 183 Lake street, and in 1883 they had a large contract with the county for work at the county hospital. They employed a man named Samuel R. Bullock to attend to the county board end of their contract, and he told his employers that he had consulted with E. A. Filkins, clerk of the board, and had discovered that county orders could be obtained in anticipation of the architect's estimates, which could be negotiated at a small discount.

Accordingly Pope & Co. signed two orders, Bullock representing that they had to be made out in duplicate so that one could be filed with the county treasurer, and by this means obtained an order for \$1,000 which they negotiated. There was \$5,000 due them at that time, and Bullock soon after drew the \$2,000 remaining and turned over \$1,100 to his employe's, saying that the county had retained the \$1,000 until the boilers at the hospital should be finished.

Nov. 28, 1882, Bullock was introduced by Filkins to Julius Jonas as a member of the firm of Pope & Co., and he borrowed \$1,000 of Jonas, and gave him as security an order on the county for that amount, which he had signed with Pope & Co.'s firm name. This money he turned over to Pope & Co. as \$1,000 which the count had retained. Dec. 30 he made out another bogus order on the county, and in favor of Jonas & Co., for \$1,500 and desired Jonas to cash it. Jonas referred Bullock to Elias Lowitz, who made the loan, but as he required additional security, Bullock gave him a judgment note for \$1,500, to which he signed the firm name. About this time the fraud was discovered, Bullock fled, and Lowitz at once took judgment on the note. The judgment was set aside and a regular suit began in the Superior court, which resulted in a victory for Lowitz on the showing that Pope & Co. had represented Bullock to the world as a member of their firm, and therefore able to sign notes. This judgment the Appellate court has set aside, holding that there was no competent evidence to show Bullock's partnership in the firm, and that the mere fact that they had told Filkins that he was authorized to look after their business with the board was no such evidence.