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Business and Commercial Law: Negotiable Instruments

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peal,¹¹ and the holding in this respect was affirmed by the supreme court.

However, the plaintiff offered to amend by showing additional facts. Presumably he proposed to allege that his duties sometimes required that he operate or ride in motor vehicles, and he sought to bring his situation within the doctrine of cases such as *Collins v. Spielman*.¹² The court of appeal's refusal to allow this amendment was regarded as error by the supreme court and the case was remanded.

V. BUSINESS AND COMMERCIAL LAW

NEGOTIABLE INSTRUMENTS

*Alvin B. Rubin**

In *Sherer v. State*¹ the court held that certificates of indebtedness of the Public Service Commission were not negotiable instruments. Plaintiff sought to recover on certain lost certificates. The state defended on the basis of potential claims by third persons who might show up with the certificates. Under Article 2644 of the Civil Code, payment to the original owner of a non-negotiable instrument would bar action by any transferee, and the court ordered payment by the state.

VI. CIVIL PROCEDURE

*Henry G. McMahon***

Jurisdiction Ratione Personae

An important question of venue was decided for the first time during the past year.¹ On the theory that all members of a partnership are liable either jointly or in solido for its debts, plaintiff sued defendant partnership, which was domiciled in Jefferson Parish, and all of its alleged partners in Orleans Parish, the domicile of one alleged partner.² Two of the individual defendants excepted to the jurisdiction *ratione personae* of the

11. *Reagor v. First Nat. Life Ins. Co.*, 28 So.(2d) 527 (La. App. 1947).

12. 200 La. 586, 8 So.(2d) 608 (1942).

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1. 213 La. 728, 35 So. (2d) 591 (1948).

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1. *Rheuark v. Terminal Mud & Chemical Co.*, 213 La. 732, 35 So. (2d) 592 (1948).

2. Under Art. 165 (6), La. Code of Practice of 1870, as last amended by La. Act 282 of 1940.