

entitled as against the purchaser to appropriate such payment to arrears, if any, due before the date of the contract.

**HUSBAND AND WIFE—POST NUPTIAL SETTLEMENT—TRUST FOR WIFE DURING CO-HABITATION—PUBLIC POLICY.**

*In re Hope Johnstone, Hope Johnstone v. Hope Johnstone* (1904) 1 Ch. 470. Kekewich, J., held that a trust in a post nuptial settlement, made by a husband in favour of his wife for life "or so long as she shall continue the co-habiting wife or widow" of the settlor, was valid and effectual and not contrary to public policy, and that on the husband and wife ceasing to co-habit the trust in her favour ceased.

**PARTNERSHIP—ARTICLES OF PARTNERSHIP—EXPULSION OF PARTNER—BREACH OF DUTY AS PARTNER—CONVICTION OF PARTNER FOR FRAUD—INTERIM INJUNCTION TO RESTRAIN EXPULSION OF PARTNER.**

*Carmichael v. Evans* (1904) 1 Ch. 486, was an action by a partner for an injunction to restrain his co-partner from expelling him as a partner. The articles provided that if either of the junior partners became "addicted to scandalous conduct detrimental to the partnership business," or should be guilty of "any flagrant breach of the duties of a partner" the senior partner might expel the offender on giving him six days' notice. The plaintiff, one of the junior partners, had been convicted by a police magistrate for travelling without a ticket, and fined, and was thereupon served with notice of expulsion, and now applied for an interim injunction to restrain his expulsion. Byrne, J., refused the motion on the ground that as the fact of the plaintiff having been convicted of dishonesty was not denied, the notice of expulsion was justified.