entered into partnership under articles which provided that the style of the firm should be "Letricheux & David," and it was also provided that on the death of one of the partners a general account of the position should be made, including all effects and securities of whatsoever nature, the value to be estimated at the date of such decease by an appraiser. David having died in 1896, an appraiser was agreed on by the personal representatives of David, and Matthews, the surviving partner, and the same person was also appointed an arbitrator. The question stated by the arbitrator thus appointed was whether he ought to consider the question of goodwill, and, if so, whether in appraising its value he should do so on the footing that Matthews would be at liberty to carry on a rival business, but without any right to solicit customers of the old firm to continue to deal with him, or not to deal with the purchaser of the goodwill of the old firm, and whether or not he should value it on the footing that, if sold, Matthews would not be entitled to carry on business under the name of 'Letricheux & David.' Romer, J., was of opinion that the provision in the articles for the valuation of the assets on the death of a partner in effect constituted a contract for the sale of the partnership assets to the surviving partner, and that the goodwill was part of the assets, and should be valued; and that it should be valued on the basis of what it would have been worth if there had been no contract between the partners, that the surviving partner should purchase the share of the deceased partner in the business, and on the footing that, if it were sold, the surviving partner would be at liberty to carry on a rival business, but would not be at liberty to use the name of 'Letricheux & David' nor solicit the customers of the firm.

TORT—MISREPRESENTATION—ACTION FOR TORT AGAINST DECEASED PERSON'S REPRESENTATIVES—WRONGFUL ACT DONE BY DECEASED—ESTATE OF DECEASED BENEFITED BY HIS WRONGFUL ACT—3 & 4 W. 4, C. 42, S. 2—(R.S.O. C. 129, S. 11).

In re Duncan Terry v. *Sweeting* (1899) 1 Ch. 387. Claim against a deceased person's estate to recover a sum of £250, on the ground that the claimant had been induced by the misrepresentations of the deceased to pay that sum for certain shares in a limited company which were worthless; and it was held by Romer, J., that the claim could not be maintained. If it had been a claim to rescind the contract and recover the price paid, *semble* the claim