

RECENT DECISIONS.

it was sought to induce me to accept evidence of what the negotiation was, but holding, as I do, that a written agreement has been come to which is complete in its terms and as to which the pleading is simply that the defendant signed it knowing what the words were, and putting a certain meaning of his own upon them, I have held that, under those circumstances, evidence to show that there was another agreement or any omitted terms, is not competent to the defendant. All I have to consider is, what is the meaning in this agreement of the words 'usual covenants.' Therefore I decline to receive evidence from these gentlemen of what the negotiation leading up to this agreement was." We will only observe further as to this case that the learned judge held (iii.) that the agreement on the face of it being complete, the arbitration clause contained in it could only come into force in case of difference between the parties, and therefore did not oust the jurisdiction of the Court to settle the deed itself. After reviewing several decisions on this point, he says, p. 689:—"All these cases seem to me to proceed on one and the same principle—a very simple and intelligible principle—that where the agreement, on the face of it, is incomplete until something else has been done, whether by further agreement between the parties, or by the decision of an arbitrator, this Court is powerless, because there is no complete agreement to enforce."

PARTNERSHIP—SHARING PROFIT AND LOSS.

In the last case in this number, *Pawsey v. Armstrong*, p. 698, Kay, J., laid down three points of law in his judgment: (i.) that the agreement to share profit and loss is quite conclusive of the relation of partnership between two persons who do so agree, and it is not possible for one of them afterwards to say, "I was not a partner." "The truth is," he said "that there are certain legal relations which are entered into by agreeing to certain conditions, and when those conditions are agreed to, it is quite idle for people to super-

add, or to attempt to superadd, a stipulation that the necessary legal consequences of those conditions shall not follow from the arrangement;" and he distinguishes the present case from one where the agreement was only to share profit, but not loss; (ii.) that partners may stipulate between themselves, and one partner may force another partner, by the threat of dissolution, to agree to limit the rights and dealings of the other partner in certain ways,—as, e.g., that he shall not draw cheques upon the banking account, or shall not enter into contracts,—without preventing thereby the partnership relationship continuing; (iii.) that such restrictions upon the rights and dealings of one of the partners does not prevent him claiming an interest in the goodwill in the event of a dissolution,—“how it can follow from that, that he is restricted in one of his principal rights, as to which there was no stipulation, I confess that I am unable to see,” p. 709. This case completes L. R. 18 Ch. D.

The next number of the Law Reports for review comprises 7 Q. B. D., pp. 617 to 663, and 6 P. D. pp. 157–233, and was issued on Dec. 31st.

The digest and tables of cases of the two volumes take up most of the number, but there are a few cases to be noticed.

DEFAMATION—PRIVILEGED COMMUNICATION.

The first case, *Waller v. Loch*, p. 619, was a curious one. The plaintiff sued the Secretary of the Charity Organization Society for having reported a bad character of her to an applicant for information who was contemplating affording her charitable relief. The Society was formed for the purpose (*inter alia*) of investigating the cases of applicants for charitable relief. The Court of Appeal held the report a privileged communication, and that in the absence of proof of malice, the action could not be maintained. Both Jessel, M. R., and Brett, L. J., endorse the definition of Blackburn, J., in *Davies v. Sneed*, L. R. 5 Q. B. D. 608, viz.:—"Where a person is so situated