plaintiffs gave notice of the assignment to the defendants, but after the notice, they, in forgetfulness of it, made a further advance of £500 to Pinfold. The action was brought to recover the sum of £500 as damages for breach of contract. The defendants disclaimed any priority over the plaintiffs' security so far as the £500 was concerned. Chitty, J., dismissed the action on the ground that a contract to make a loan is not one that a court of equity will specifically enforce; that Pinfold could not have maintained an action to compel the defendants to advance the £500, and the plaintiffs were in no better position; and, further, that no fund was bound by the contract, nor was any debt created thereby. The case was therefore reduced to this, that the defendants had made a payment which they could not have been compelled to make, and the plaintiffs were endeavouring to compel them to make it over again. And as regards the breach of contract, that even if the assignment were within the Judicature Act, s. 25, s-s. 6 (see R.S.O., c. 122, ss. 6-12), yet that the assignees were not entitled to sue for damages in their own right, but could only sue for damages in the right of Pinfold, and Pinfold had sustained no damage.

WILL—CONVERSION—TRUST TO INVEST IN LAND.

In re Bird, Pitman v. *Pitman* (1892), 1 Ch. 279, marks the important difference between a power and a trust for sale so far as regards the question of conversion. In this case a testator devised real estate on trust to raise money by sale or mortgage, and subject thereto to pay the rents and profits successively to his widow and son-in-law, Thomas Pitman, and, on the death of the survivor for the children, Thomas Pitman absolutely. The will contained a power to sell the premises, with a trust for reinvestment in freeholds or leaseholds with the consent of the tenant for life, with an interim power to invest in personal estate. The trustee sold the premises and invested the proceeds in consols, and the trust for reinvestment was never executed. One of the children of Thomas Pitman having died, the question arose whether his share devolved as realty or personalty, and North, J., held that it must be regarded as realty. Since the Devolution of Estates Act, questions of this kind are not so likely to arise in Ontario, inasmuch as the succession to real and personal estate is now in most cases the same.

PARTNERSHIP—PARTNERSHIP ARTICLES—DETERMINATION OF PARTNERSHIP BY EFFLUXION OF TIME—PARTNERSHIP AT WILL, APPLICATION OF PARTNERSHIP ARTICLES TO.

Daw v. *Herring* (1892), 1 Ch. 284, is a case in which a partnership having expired by effluxion of time, the partners continued to carry on the partnership business. In the original partnership articles a provision was contained enabling one of the partners "within three months after the expiration of the partnership by effluxion of time," on signifying his desire so to do within three months after the determination of the partnership, to buy the other's share. The question which Stirling, J., had to decide was whether this provision of the original partnership articles continued to apply to the subsequent partnership at will, and he held that it did, and that the partner having the option to purchase on giving the required notice within three months after the determination of the partnership