

(Lord Herschell, L.C., and Lindley and Davey, L.JJ.) agreed with North, J., that, upon the true construction of the settlement, a power of revocation of a joint appointment might be reserved to the survivor, and that it had been effectually so reserved, and, therefore, that the revocation and new appointment by the husband were valid. They conceived the case to be governed by *Brudenell v. Elwes*, 1 East 442, the principle of which is thus stated by Davey, L.J.: "That, when you have a joint power to appoint by deed, with or without power of revocation, that reserves the power of revocation either to the joint appointors or the survivor."

PARTNERSHIP ACTION—COSTS OF PARTNERSHIP ACTION—DEBT DUE FROM PARTNERSHIP TO ONE OF THE PARTNERS.

*Ross v. White*, (1894) 3 Ch. 326; 7 R. Oct. 70, was a partnership action in which, on the taking of the accounts, it appeared that there was a debt due from the partnership to one of the partners of £649, and that the assets were £1,371, which were insufficient to pay the debt and cost in full. The question was: In what order this debt and the costs of the action were payable out of the assets? Kekewich, J., held that the debt due to the partner must be first paid, and then the residue applied in payment of the costs; and the deficiency must be made up by the partners in the proportion they were respectively interested in the partnership, which, in this case, was equally. The defendants' contention that the costs of the action were first payable out of the assets was met by saying that the debt due to the plaintiff partner must be treated as assets received by the defendant in excess of his share, and that unless the defendant made good that portion of the assets the plaintiff was entitled to say to him, "Pay your own costs out of that portion of the assets which you have drawn out in excess of my drawings which you have in your hands." The decision of Kekewich, J., was affirmed by the Court of Appeal (Lord Herschell, L.C., and Lindley and Davey, L.JJ.).

EQUITABLE EXECUTION—RECEIVER—EARNINGS OF THEATRE—RENTS AND PROFITS OF HOUSEHOLD PREMISES OF JUDGMENT DEBTOR.

In *Cadogan v. Lyric Theatre*, (1894) 3 Ch. 338; 7 R. Dec. 66, Kekewich, J., appointed a receiver, by way of equitable execution, of the rents due and accruing due, and the profits earned