

has been said that the Partnership Act is merely declaratory of pre-existing law, but whether this particular provision comes under that category may be open to doubt. The point was this, a partner assigned his share to secure a certain sum of money. After the assignment an agreement was bona fide come to between himself and his co-partners that in consideration of their doing more work they should be paid salaries. It was proved that this was a bona fide arrangement and that the partners had done the work as stipulated. The assignee contended that this arrangement prejudiced him as it diminished the profits and therefore was void. But Buckley, J., held that although under s. 24 a partner is not entitled to remuneration for acting in the partnership business, yet that did not preclude the partners making an express agreement to the contrary, and that as by s. 31 an assignee is not entitled to interfere in the management or administration of the partnership business, and was bound by all bona fide agreements in the management and administration of the business, and that the agreement in question came under that head and was therefore binding on the assignee.

**LEGACY—ADEMPTION.**

*In re Smythies, Weyman v. Smythies* (1903) 1 Ch. 259, Eady, J. held that a pecuniary legacy to a trustee for an infant to whom the testator does not stand in loco parentis is not adeemed by a subsequent gift of the same amount to the same trustee for the same purpose.

**WILLS—RESIDUARY DEVISE—LAPSED DEVISE—WILLS ACT (1 VICT. C. 26) S. 25—**  
(R.S.O. C. 128, S. 27).

In *Mason v. Ogden* (1903) A.C. 1, the House of Lords (Lord Halsbury, L.C., and Lords Shand, Davey and Robertson) have affirmed the judgment of the Court of Appeal (1901) 1 Ch. 619 (noted ante vol. 37, p. 452). A testator having several houses at Wimbledon gave one of them to his son (which devise lapsed by reason of the devisee being a witness to the will) he then devised all the rest and residue of his estate at Wimbledon and elsewhere. The Court of Appeal, decided that this was a residuary devise within the Wills Act, s. 25 (R.S.O. c. 128, s. 27) and carried the property included in the lapsed devise, which conclusion is affirmed.