to the wife after the marriage, and that he had become a trustee of it for her, as her separate property. Brett, M. R., thus puts the case: "The only inference which I can draw from the facts is that the husband allowed the money to remain in his wife's former name in the bank, and allowed her to go on drawing cheques for the interest and the principal as she required the money, in order to carry into effect the promise which he had made to her before the marriage. There was a gift of the money to her, and he became her trustee."

TERMINATING TENANCY ON NOTICE—SERVICE OF NOTICE.

We have now to consider the case of *Hogg* v. *Brooks* (14 Q. B. D. 475), which was an action of ejectment brought against a tenant of a mortgagee of leasehold premises. The demised premises were held under a lease for twenty-one years, which contained a proviso that it should be lawful for the landlord or his assigns, to put an end to the lease at the end of the first fourteen years, by delivering to the tenant or his assigns, six calendar months' previous notice in writing of his intention to do so.

The lessee mortgaged the premises by way of underlease, and disappeared; the mortgagee entered into possession and sub-let the premises to the defendant. The plaintiff, as assignee of the reversion, had served written notice by sending it to the lessee's last known address (but which it was admitted never reached him), and also leaving it with the mortgagee, and also upon the demised premises; and the question for the consideration of the Court was whether or not the notice had been sufficiently served on the lessee in order to terminate the lease under the proviso; and the Court (Matthew, J.) was of opinion that the notice had not been duly served. "The lease makes no provision for any such constructive service, but provides for a direct service of the notice on the lessee or his assigns. Purkis (the mortgagee) is not assignee, but only a sub-tenant, and the notice could only be served by delivering it to Curtis (the original lessee). This has not been done, and the plaintiff must fail."

This concludes the cases which we think necessary to notice in the Queen's Bench Division, with the exception of *Tomlinson* v. *The Land and Finance Corporation, Limited*, a note of which will be found in our notes of English Practice Cases.

The first case in the April number of the Chancery Division is *Eden* v. *Weardale Iron and Coal Company*, of which a note will also be found in our notes of English Practice Cases.

PARTNERSHIP—FIRM OF SOLICITORS—LIABILITY OF PARTNERS FOR MISFEASANCE OF CO-PARTNERS.

The case of *Cleather* v. *Twisden* (28 Ch. D. 340) is an important decision, touching the liability of the members of a firm of solicitors, for the misappropriation of the securities of clients entrusted to the custody of one of the firm. In this case, the trustees under a will deposited certain bonds, payable to bearer, with Parker, a member of a firm of solicitors who were acting for the estate. His partner had no knowledge of this; but letters referring to the bonds, and admitting that they were in P.'s custody, addressed to the *cestui que trust*, were copied into the firm's letter-book, and were charged for in the bill of costs of the firm, and the bonds were included in a statement of account which the firm made out for the trustees. Parker paid some of the interest of the bonds by cheques of the firm, but on each occasion recouped the firm by a cheque for the same amount on his private account. Parker having misappropriated the bonds, the trustee sued his co-partner, Twisden, to compel him to make good the loss. Denman, J., had held him liable, but the Court of Appeal considered that, inasmuch as the custody of