

conclusive, and we should doubt whether, notwithstanding such discontinuance, another debenture holder might not, on application, be allowed to intervene and continue the prosecution of the action.

**CHARITY—GIFT FOR BENEFIT OF INSTITUTION—INSTITUTE ERECTED FOR GENERAL BENEFIT OF INHABITANTS—USE FOR PURPOSES NOT STRICTLY CHARITABLE—GENERAL CHARITABLE INTENTION.**

*In re Mann, Hardy v. Attorney-General* (1903) 1 Ch. 232, was an application by the executors of a deceased lady for the purpose of determining whether a bequest of £3,000 took effect. The sum in question was bequeathed to trustees to be applied at their discretion for the benefit of the Mann Institute. This institution had been erected by the testatrix in her lifetime for the general benefit of the inhabitants of the place where it was erected. The building had never been conveyed to trustees, nor had any charitable trust thereof been created, and it remained in the testatrix's own control at the time of her death. The building had been partly used for recreation, part was let at a nominal rent for workingmen's clubs, and part used for concert halls, lectures and religious and other meetings, and there were also bedrooms used for convalescents. The institute had devolved upon the residuary devisees named in the will, and it was contended that no charitable purpose could be inferred from the way in which it had been used, because those purposes were not charitable, and that the gift was to the building which could not now be used for charitable purposes without the consent of the trustees. But Farwell, J., thought that although the institute could not be used in the way it had been in the testatrix's lifetime without the consent of the residuary devisees, the will indicated that the £3,000 was intended not for the building but for the purposes for which the institute had been founded, for the general benefit of the inhabitants, and that that was a good charitable purpose, and he directed a scheme to be framed for the application of the fund.

**PARTNERSHIP—ASSIGNMENT OF SHARE—AGREEMENT TO PAY SALARIES TO PARTNERS—PARTNERSHIP ACT, 1890 (53 & 54 VICT. C. 39) SS. 24, 31.**

*In re Garwood, Garwood v. Paynter* (1903) 1 Ch. 236, was a case which turned on the provisions of the Partnership Act, s. 31, which regulates the rights of assignees of individual partners. It