fore," said his Lordship, "the business in which he had engaged contrary to the partnership articles was within the scope of the partnership. It was partnership business except for his attempt to withdraw it from the partnership contract, and to get the profits of it for his own benefit." That case, however, the Court of Appeal held had no bearing upon the present case, where the business in which the defendant engaged, was in no way within the scope of the partnership. The same learned judge summed up the law in the following succinct terms: "There are clear rules and principles which entitle one partner to share in the profits made by his co-partners. If profit is made by business within the scope of the partnership business, then the partner who is engaging in that secretly, cannot say that it is not partnership business. It is that which he ought to have engaged in only for the purposes of the partnership. Again, if he makes any profit by the use of any of the property of the partnership—including, I may say, information to which the partnership is entitled—then the profit is made out of the partnership property, and therefore, of course, it must be brought into partnership account. So, again, if from his position as partner he gets a business which is profitable, or if from his position as partner he gets an interest in partnership property, or in that which the partnership requires for the purposes of the partnership, he cannot hold it himself because he acquires it by his position of partner, and acquiring it by means of that fiduciary position, he must bring it into the partnership account." It will be noticed in the present case that there was no doubt whatever as to the fact that a breach of covenant had been committed; but a doubt did exist respecting the remedy. The lucid judgments of the Master of the Rolls, and the Court of Appeal will render the existence of such a doubt impossible in the future.—The London *Law Times*.

APPOINTMENTS.

An Extra of the *Canada Gazette*, Oct. 9, contains the following judicial appointments:—Hon. H. E. Taschereau to be a *puisné* Judge of the Supreme Court, *vice* Hon. J. T. Taschereau, resigned; R. L. Weatherbe, of Halifax, to be a Judge of the Supreme Court, of Nova Scotia; Hon. M. Laframboise, of Montreal, to be a *puisné* Judge of the Superior Court, District of Gaspé; H. T. Taschereau, of Quebec, to be a *puisné* Judge of the Superior Court; Archibald Bell, of Chatham, to be County Court Judge, County of Kent.

DIGEST OF ENGLISH DECISIONS.

Acceptance.—See *Contract*, 3.
Account of Profits.—See *Partnership*, 1.
Accumulation.—See *Will*, 2.
Acquiescence.—See *Principal and Agent.*
Action.—See *Husband and Wife*, 2.
Ademption.—See *Will*, 5.
Adjacent Support.—See *Damages.*
Administration.—See *Mortgage*, 1.
Advancement.—See *Annuity*, 2.
Advocate.—See *Attorney and Client*, 1.
Affidavit.—See *Solicitor.*
Agent.—See *Principal and Agent.*
Agreement.—See *Contract*, 2.

Annuity.—1. Testator gave some annuities, and then bequeathed his personal estate not specifically disposed of to trustees, "to stand possessed thereof upon trust, out of the income thereof to pay and keep down such of the annuities hereinbefore bequeathed as for the time being shall be payable, and subject thereto" upon other trusts. The income of the personal estate was less than the amount of the annuities. *Held*, that the deficiency should be made up out of the capital.—*In re Mason. Mason* v. *Robinson*, 8 Ch. D. 411.

2. By a deed of separation made in 1860, between M. and his wife, he covenanted to pay each of his six daughters an annuity of £200, to cease, in each case, if M. and his wife should come together again. The wife died in 1871, and M. in 1874, the latter intestate. They had not lived together again. *Held*, that the annuities paid during M.'s life were not advancements, and that the value of the annuities at the death of M. should be brought into hotchpot.—*Hatfield* v. *Minet*, 8 Ch. D. 136.

Anticipation.—See *Husband and Wife*, 1; *Married Women*, 1.

Appointment.—See *Settlement*, 2.

Arbitration.—The plaintiff and the defendants, G., N., and F., all British subjects, entered into partnership articles for carrying on business in Russia, with the head office at St. Petersburg. The articles were in the Russian language, and registered in Russia. G. and N. had the privilege to ask back their capital within a year; and, if their demand was not satisfied within a month, they could wind up the firm. "In case of any disputes arising between the parties,... such disputes, no matter how or where they may arise, shall be referred to the St. Peters-