formed between the plaintiff and the defendants. The plaintiff was the sole owner of the premises where the business of the partnership was carried on, there was no express agreement for a tenancy by the partnership of the premises, but the articles provided that all rents were to be paid out of the profits of the partnership before division. The owner of the premises brought an action in 1907 against her co-partners for an account, and pending the action she died in 1911, and the action was continued by her representatives, and the question arose, as to whether or not the partnership was liable for rent of the premises in question, and Neville, J., held that there was an implied tenancy of the premises by the partnership during the continuance of the partnership, and, therefore, that the partnership was liable for the rent up to the time of the dissolution of the partnership.

WILL — CONSTRUCTION — VESTING — GIFT TO CHILDREN AT 23— REMOTENESS.

In re Hume, Public Trustee v. *Mabey* (1912) 1 Ch. 693. In this case a will of a testatrix devised and bequeathed her property to trustees on trust to pay the income to her daughter Maria for life, "and after the death of the said Maria . . . in trust for all or any of the children or child of the said Maria who shall be living at her death, and being a son or sons shall attain the age of twenty-three years or survive the survivor of me and the said Maria for the period of twenty-one years, or being a daughter or daughters shall attain the age of twenty-three years or marry, and if more than one in equal shares." There were provisions enabling the trustees to make advancements out of the expectant or contingent, presumptive, or vested legacy or share of any grandchild for his or her maintenance, education, or benefit. The daughter Maria survived the testatrix and had two children, a son and daughter, both of whom attained twenty-three. A summons was taken out by the trustee to determine whether the legacies to the grandchildren were valid, and Parker, J., held that they were not, being void for remoteness, because the gifts to the grandchildren were not vested, but contingent on some of the class attaining twenty-three.

PRINCIPAL AND SURETY—SURETY FOR SERVANT—NON-DISCLOSURE TO SURETY OF PREVIOUS DISHONESTY OF SERVANT—IMPLIED REPRESENTATION AS TO HONESTY OF SERVANT—MATERIAL FACT OMISSION TO DISCLOSE.

London General Omnibus Co. v. *Holloway* (1912) 2 K.B. 72.