signed and delivered to plaintiff a check on defendant for the amount of the deposit. Before the check was presented the mother died. The court held that until the check was paid or accepted the gift of the money it represented was incomplete, and that the death of the maker operated as a revocation. In *Jones* v. *Lock*, L. R., 1 Ch. 25, a father put a check into the hands of his son nine months old, and said he gave that to the child for himself. Afterward he said it was his purpose to give the amount of the check to the child. After his death the check was found among his papers and it was held that there had been neither a gift nor a valid declaration of trust. It is stated in 1 Pars. on Cont. 237, to be the prevailing rule that the donor's own note or his own check or draft, not accepted or paid before his death, does not pass by gift *causa mortis*. But it has been held the delivery by a dying husband of the book of a savings bank, showing deposits by a deceased wife, with a verbal gift thereof, passed to the donee the moneys so deposited. *Tillinghast* v. *Wheaton*, 8 R. I. 536; 5 Am. Rep. 621. See, also, to the same effect, *Camp's Appeal*, 36 Conn. 88; 4 Am. Rep. 39. Bank notes may be the subject of a valid *donatio causa mortis* (*Hill* v. *Chapman*, 2 Bro. Bh. 612) and probably the written promises of others than the donor may be so, although it is said that the rule on this subject can hardly be considered settled. See *Miller* v. *Miller*, 3 P. Wms. 356; *Bradley* v. *Hunt*, 5 G. &. J. 54; *Parish* v. *Stone*, 14 Pick. 207; *Bank of Republic* v. *Millard*, 10 Wall. 152; *Second Nat. Bank* v. *Williams*, 13 Mich. 282; *Hewitt* v. *Kaye* L. R., 6 Eq. 198. In *Grymes* v. *Hone*, 49 N. Y. 17; 10 Am. Rep. 313, it was held that an assignment of shares in a bank would vest the same in the donee, although the shares were not transferred on the books of the bank before donor's decease.

ENGLAND.

PARTNER ENGAGING IN OTHER BUSINESS.—In *Dean* v. *MacDowell*, 38 L. T. Rep. (N. S.) 862, the English Court of Appeal held that if profits have been made in any other business by a partner in violation of a covenant not to engage in any other business, the profits will not be decreed to belong to the partnership unless they have arisen, (1) from employment of the partnership property, or (2) from transactions in rivalry with the firm, or (3) from some advantage obtained by the partner by virtue of his being a member of the firm. In all other cases of breach by a partner of a covenant not to engage in any other business, the only remedy of the aggrieved co-partners is by an action for an injunction or a dissolution of the partnership; or, after the expiration of the partnership, by action for damages. In this case, the plaintiffs and the defendant entered into business as salt merchants and brokers, and by the articles of partnership mutually covenanted not to engage alone or with any other person, directly or indirectly, in any trade or business, except upon the account and for the benefit of the partnership. Two years before the expiration of the partnership, by lapse of time, the defendant purchased the business of a firm of salt manufacturers, and kept the matter secret from the plaintiffs, putting his son into the business so purchased till the expiration of the partnership, when the defendant openly entered into the business of salt manufacturing, which was carried on in the name of the firm from which he had purchased it. The salt manufactured by the latter firm continued to be sold on commission by the plaintiffs' firm till the expiration of the partnership, from which time the defendant sold the salt himself, without employing a broker. The plaintiffs did not discover this trading by the defendant till after the expiration of the partnership, whereupon they filed a bill to make the defendant account to the partnership for the profits made by him in the other business during the partnership. The court held that the plaintiffs had no right to an account of the profits. The case is distinguished from that of *Somerville* v. *Mackay*, 16 Vesey 382, and other like cases, where it is held that if any partner has withdrawn or used the partnership funds or credit in his own private trade or private speculation, he will be held accountable, not only for the interest of the funds so withdrawn or credit misapplied, but also for the profits which he has made thereby. See, also, *Stoughton* v. *Lynch*, 1 Johns. Ch. 467, and 2 id. 210; *Brown* v. *Litton*, 1 P. Wms. 140; *Crawshay* v. *Collins*, 15 Ves. 218.