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PARTNERSHIP—BREACH OF DUTY AS PARTNER—DISSOLUTION OF PARTNERSHIP—NOTICE.

*Green v. Howell* (1910) 1 Ch. 495. In this case the plaintiff and defendant were partners under a deed which provided that in the event of either partner committing any breach of the partnership articles or of his duty as a partner, the other might by notice terminate the partnership, provided that if any question should arise whether a breach had been committed it should be referred to arbitration in case the offending partner so requested in writing within a given time. Under this clause the plaintiff without any preliminary warning gave the defendant notice of dissolution, on the ground of his having committed a flagrant breach of his duty as partner. The plaintiff brought the action for a declaration that the partnership was duly determined by the notice, and for consequential relief. The action was tried before Neville, J., and the defendant disputed the validity of the notice, as having been given without first calling the defendant's attention to the alleged breaches of duty and giving him an opportunity to be heard, which objection was overruled and judgment given in favour of the plaintiff, which was affirmed by the Court of Appeal (Cozens-Hardy, M.R., and Buckley, L.J., and Joyce, J.), the dicta of Romer, J., in *Barnes v. Young* (1898), 1 Ch. 414, which supported the defendant's contention being overruled.

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INDUSTRIAL AND PROVIDENT SOCIETY—AGREEMENT TO REFER TO ARBITRATION DISPUTES BETWEEN MEMBERS AND SOCIETY — ULTRA VIRES—STAY OF PROCEEDINGS.

*Cox v. Hutchinson* (1910) 1 Ch. 513. The plaintiff in this case was a member of an Industrial and Friendly Society and brought his action for a declaration that certain resolutions passed by the society were ultra vires. By the rules of the society it was provided that all disputes between the society and its members were to be referred to arbitration. The defendants having moved that all proceedings be stayed, it was held by Warrington, J., that the plaintiff's claim was a dispute within the meaning of the rules, and must be referred to arbitration, and that the question of ultra vires made no difference.