land may be proved by parol evidence, yet an agreement by one partner to assign his share in the land held in partnership to another must be evidenced by a sufficient memorandum within the Statute of Frauds, and that the memorandum was sufficient, within the statute. Then it was urged that the memorandum was not conclusive, because it was apparent a more formal document was intended to be drawn up; but he was of opinion that all material parts of the agreement had been embodied in the "rough draft," and though it might be intended to reduce it afterwards to a more business-like shape, yet the agreement was, without that being done, a binding and enforcible contract. On appeal the first point was not argued, but the Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) expressed their approval of Kekewich's decision, that a writing was necessary for the assignment of a partner's share in partnership lands, and they also affirmed his decision as to the memorandum being sufficient under the Statute of Frauds and enforcible, notwithstanding a more formal document was intended. They also decided the further question, that as there was no agreement to assign the good-will, Gray had no right to use Bennett's name by carrying on the business in the name of the old firm. The point as to the agreement being a concluded one is neatly put by Cotton, L.J., thus: "They did not intend to leave to their solicitors whether they should make an agreement, but only how the agreement they had made should be carried out."

EXECUTION OF POWER—GENERAL BEQUEST—WILLS ACT, S. 27—(R.S.O., C. 109, S. 29).

Phillips v. *Cayley*, 43 Chy.D., 222, is a decision of the Court of Appeal which sets at rest a point which has been the subject of conflicting decisions in the courts below. North, J., *In re Marsh*, 38 Chy.D., 630, having taken one view, and Kay, J., in *Charles* v. *Burke*, not reported, and Chitty, J., in *Robinson* v. *Burke*, 41 Chy.D., 417, and Kekewich, J., in the present case, having taken the other, the Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) affirmed that taken by the majority of the judges in the courts below. Under the Wills Act, s. 27 (R.S.O., c. 109, s. 29), a general bequest in a will is to be construed to include any personal estate which the testator may have power to appoint in any manner he may think proper, and shall operate as an execution of such power unless a contrary intention appears by the will; and the question was, whether a general bequest in a will would, under the statute, be an execution of a power which imposed a condition on the mode of its execution by will, which condition was not complied with by the will in question. In this particular case the condition imposed by the settlement was, that the power, if exercised by will, must expressly refer to the power, and the will in question contained no reference to the power. Under these circumstances the Court of Appeal, agreeing with Kekewich, J., held that the statute did not apply, and that the will was not an execution of the power.

SHIP—MARITIME LIEN—TOWAGE.

In *Westrup* v. *Great Yarmouth S. C. Co.*, 43 Chy.D., 241, a question was raised which one would have thought would, in a great maritime nation like