

which they claimed to have in the property in question. Rigby, L.J., is careful to point out that although the crown cannot be compelled to give discovery as a matter of practice, it always does so unless the public interests conflict with its doing so.

SOLICITOR—COSTS—LIABILITY OF DORMANT PARTNER FOR COSTS INCURRED AFTER DISSOLUTION BY SOLICITOR RETAINED BEFORE.

In *Court v. Berlin* (1897), 2 Q.B. 396, the question was whether the dormant partners of a firm were liable for the payment of costs incurred by a solicitor retained by the active partner of the firm, to collect a debt due to the firm; and whether such liability extended to the costs incurred after the firm had been dissolved, but of which as well as the existence of the dormant partners, the solicitor had no notice. A Divisional Court (Wills and Grantham, JJ.) had decided that the dormant partners were not liable for any costs incurred after the dissolution, but the Court of Appeal (Lord Esher, M.R., and Smith and Rigby, L.JJ.) unanimously reversed that decision. The defendants endeavoured to escape liability under the provisions of the Partnership Act, 1890 (53 & 54 Vict., c. 39) s. 36 (3), which enacts that "the estate of a partner who dies, or who becomes bankrupt, or of a partner who, not having been known to the person dealing with the firm to be a partner, retires from the firm, is not liable for partnership debts contracted after the date of the death, bankruptcy, or retirement respectively." This Act has been held to be merely declaratory of the common law, and the answer which the Court of Appeal gave to the argument founded on this section, was, that the debt in question was contracted when the retainer was given, and therefore before the dissolution, and did not arise *de die in diem*, as the Divisional Court appears to have assumed. See *Friend v. Young* (1897) 2 Ch. 421 noted *post*.

LICENCE—REVOCATION—BREACH OF CONTRACT BY LICENSOR—LICENSEE, RIGHT OF ACTION OF.

In *Kerrison v. Smith* (1897) 2 Q.B. 445, the plaintiff sued for damages for breach of a contract, whereby the defendant had orally agreed to let his wall to the plaintiff for the pur-