constructive, of the agreement with B. Subsequently the house was let by B. to other parties, who entered into possession, after which A. assigned the legal estate in the house to C. *Held*, that, as the legal estate in said house was not assigned until after tenants had entered under B., C. had constructive notice of this tenancy, and therefore notice of B.'s title, and that B. was entitled to a decree of specific performance of A.'s agreement for an underlease.—*Mumford* v. *Stohwasser*, L. R. 18 Eq. 556.

Notice to Quit.

The plaintiff, a lessee, underlet to the defendant from year to year, beginning at Michaelmas. At midsummer, 1866, the plaintiff's term ended, and a new lease was granted to him. The defendant remained in possession, and paid a sum equal to a quarter's rent at Michaelmas, 1866. The defendant continued in possession, paying an advanced rent, until Christmas, 1872, when the plaintiff gave him notice to quit at midsummer, 1873. *Held*, that it must be assumed that the tenancy continued according to the terms of the original underlease, being from Michaelmas to Michaelmas, and that the notice to quit was therefore insufficient.—*Kelly* v. *Patterson*, L. R. 9 Q. B. 680.

Notice to Repair.—*See* Covenant.

Parties.—*See* Partnership, 2; Trespass, 1.

Partnership.

1. J. and his son W. were in partnership as solicitors. In 1859 the plaintiff gave to J. and W., who were carrying out the purchase of an advowson for another client, the sum of £1,300 to be used in said purchase, on the security of a written agreement by J. and W. to execute a mortgage of the advowson to the plaintiff as soon as the purchase was completed. The plaintiff subsequently lent £1,700 to W. on his representation that it would be invested in a mortgage of certain lands. In 1862 J. retired from the partnership, and in 1865 he died in ignorance of said second transaction. In 1865 W. induced the plaintiff to execute a deed empowering W. to invest both of said sums as he should think fit, and to hold the same upon trust to pay the income to the plaintiff. No mortgage securing the first sum was ever made to the plaintiff, and it was in fact paid to W. upon the authority of the deed of 1865. W. paid interest to the plaintiff regularly on both said sums, until his (W.'s) death in 1872, when the plaintiff first learned that W. had appropriated both of said sums to his own purposes, and that his estate was utterly insolvent. *Held*, that J.'s estate was liable for said first sum, and that, considering the regular payment of interest thereon, the plaintiff had not been guilty of laches; that J.'s estate was not liable for the second sum, as he was ignorant of the transaction, and it is not part of the regular business of solicitors to borrow money.

C. was a partner with J. and W., but was not liable for the above transactions. *Held*, that all or any of the parties might be sued without joining the remainder, and that C. was not necessarily a party.—*Plumer* v. *Gregory*, L. R. 18 Eq. 621.

2. By articles of partnership between A. and B., the partnership property belonged to A. A. died, and B., his executor, carried on the business in accordance with directions in A.'s will, but he committed a *devastavit* by misapplying A.'s separate property. A.'s estate was declared insolvent, and a receiver was appointed; and B.'s estate was being wound up under a liquidation by arrangement. *Held*, that a claim in respect of the *devastavit* could be proved against the separate estate of B., notwithstanding the rule that a partner cannot prove against his copartner's separate estate until all the partnership debts have been paid.—*Ex parte Westcott. In re White*, L. R. 9 Ch. 626.

See Bills and Notes; Principal and Agent, 1.

Per Capita.—*See* Devise.

Per Stirpes.—*See* Devise.

Petition of Right.

A petition of right will lie for breach of contract where the damages are unliquidated. —*Thomas* v. *The Queen*, L. R. 10 Q. B. 31.

Power.

A power in trustees to raise a certain sum by mortgage implies a power to raise also the incidental costs of the mortgage.—*Armstrong* v. *Armstrong*, L. R. 18 Eq. 541.

See Appointment, 2, 3.

Practice.

When the notes of a judge are produced before a Court of Appeal, and they purport to contain a full record of what took place at the trial, they must be taken as the sole materials on which the Court of Appeal can proceed; and short-hand notes will not be admitted, unless by agreement of parties.—*Ex parte Gillebrand. In re Sidebotham*, L. R. 10 Ch. 52.

See Jurisdiction; Production of Documents; Review.

Presumption.—*See* Ademption, 1; Will.

Principal and Agent.

1. By agreement between a London firm and a Rangoon firm, the former was to purchase goods, charge two per cent. commission, and send the goods to the Rangoon firm. The outward business to the Rangoon firm was to be on joint account. The plaintiff, in ignorance of the agreement between the two firms, furnished goods to the London firm, which were exported to the Rangoon firm in pursuance of said agreement. *Held*, that the Rangoon firm was not liable to the plaintiff for the price of said goods, as there was no joint interest in the goods when purchased, but only when the outward business from