

PARTNERSHIP—BOOKS OF PARTNERSHIP—PARTNER, RIGHT OF TO INSPECT BOOKS BY AGENT.

In *Bevan v. Webb* (1901) 2 Ch. 59, the decision of Joyce, J. (1901) 1 Ch. 724 (noted ante p. 457), has failed to meet with the approval of the Court of Appeal (Collins and Stirling, L.J.J.), that Court holding that both under the partnership articles and the Partnership Act, 1890 (53 & 54 Vict., c. 39) s. 24, sub-s. 9, a partner is entitled to examine the partnership books by an agent, provided no reasonable objection can be taken by the other partners to the agent so appointed, upon the agent undertaking not to make use of the information which he should thus acquire, except for the purpose of confidentially advising his principal.

MARRIED WOMAN—POWER OF APPOINTMENT—RESTRAINT ON ANTICIPATION—RELEASE OF POWER—CONVEYANCING AND LAW OF PROPERTY ACT 1881 (44 & 45 VICT., c. 41) s. 52 (R.S.O. c. 119, s. 19).

In *re Chisholm* (1901) 2 Ch. 82, an application was made to the Court to determine whether a power of appointment had been validly released. The facts were as follows: A married woman had, under her marriage settlement, executed in 1872 a life interest in persona, subject to a restraint on anticipation, with a power of appointment amongst her children. By a deed of 21st January, 1899, the married woman had released all the property subject to the settlement from the power of appointment to the intent that the property might go in default of appointment. By the English Conveyancing and Law of Property Act 1881 (44 & 45 Vict., c. 41) s. 52 (R.S.O. c. 119, s. 19), a person to whom a power of appointment, whether coupled with an interest or not, is given, may by deed release, or contract not to exercise the power, whether the power was created by an instrument theretofore or thereafter coming into operation. Stirling, J., held that the release of the power was valid under the Act.

POWER—EXECUTION—DOCUMENT "PURPORTING" TO BE A WILL.

In *re Broad, Smith v. Draeger* (1901) 2 Ch. 86, a married woman had a power of appointment exercisable inter alia by her last will or "any writing in the nature of, or purporting to be, a will or codicil." She left an instrument expressed to be her "last will"