

being void against the mother, was void as against the children who claimed through her. On appeal, it was argued that the effect of the codicil was to revoke the original gift, and to make a new one in favour of the appellants on the death or marriage of the testator's daughter. But it was contended by the respondents that the combined effect of the will and codicil was not to revoke the will, but to make the gift over take effect on death or marriage of the daughter, whichever of the two should first happen; and as the condition as to marriage was void, the subsequent death of the daughter was not within the condition, and, consequently, that the gift over did not take effect; and this view was adopted by the Court of Appeal (Lord Halsbury, and Lindley and Smith, L.JJ.).

QUASI-SEPARATION DEED—CONSTRUCTION—CONCUBINAGE—RE-COHABITATION.

*In re Abdy, Rabbeth v. Donaldson*, (1895) Ch. 455; 12 R. April, 123, an attempt was made to apply to a deed executed between a man and his mistress, providing for their separation, and the payment of an annuity to the latter during her life, the rule that applies to separation deeds between husband and wife, namely, that a subsequent re-cohabitation has the effect of putting an end to the covenant. Here the covenant was absolute, and provided for the payment to the woman of an annuity during her life, and, though the parties subsequently cohabited again, North, J., held that that fact did not put an end to the covenant, which was binding on the personal representative of the covenantor, who had died. The Court of Appeal (Lord Halsbury, and Lindley and Smith, L.JJ.) were of the same opinion.

PARTNERS—PARTNERSHIP BOOKS—RIGHT OF PARTNER TO MAKE EXTRACTS FROM BOOKS—PARTNERSHIP ACT, 1890 (53 & 54 VICT., C. 39), s. 24, s-s. 9.

*In Trego v. Hunt*, (1895) 1 Ch. 462; 12 R. Apl. 148, the plaintiffs, who were members of a firm of which the defendant was also a partner, moved for an injunction to restrain the defendant from using certain information he had obtained from the partnership books for any purpose except the business of the firm. The information in question was a list of the names and addresses of the customers of the firm, which the defendant intended, after the expiration of the partnership, to make use of for the purpose of carrying on a similar business in competition with the plaintiffs. Stirling, J., refused the injunction, holding that the defendant