

into possession of the premises under an agreement of tenancy dated May 9, 1904, "for a period of twelve months with the option of a lease after the aforesaid time at the rental of £30 per annum." Some time before the expiry of the twelve months the plaintiff demanded delivery of possession on May 9, 1905. The defendant refused to go out and claimed that under the agreement he was entitled to a further lease for the period of at least one year. The judge at the trial so held, and dismissed the action. On appeal to a Divisional Court (Kennedy and Lawrence, JJ.) this decision was affirmed, Kennedy, J., however, inclining to the opinion that the defendant might have claimed a lease for his life, Lawrence, J., thought that the words "£30 per annum" shewed that the additional term was contemplated by the parties to be at least for one year.

PARTNERSHIP—ASSIGNMENT OF BOOK DEBTS BY ONE MEMBER OF A FIRM—FORGERY OF PARTNER'S NAME—VALIDITY OF ASSIGNMENT.

*In re Briggs & Co.* (1906) 2 K.B. 209 although a bankruptcy case involves a point of partnership law of general interest. The facts were simple. One of two partners of a firm executed an assignment of the book debts of the firm in favour of a creditor of the firm to secure a debt, and signed the deed in his individual name, and also (without authority) in the name of his partner. Bigham, J., held that notwithstanding the forgery, the assignment was an effectual transfer of the debts as an equitable assignment because it was within s. 6 of the Partnership Act, 1890, an act or instrument relating to the business of the firm, and done in a manner shewing an intention to bind the firm by a partner, who, by reason of the partnership, had authority to bind the firm. The Partnership Act, though not yet enacted in Ontario, we believe is, on this point, merely declaratory of the existing law of Ontario.

PRACTICE — DISCOVERY — PRODUCTION OF DOCUMENTS — REPORT MADE TO PARTIES FOR WHOSE BENEFIT ACTION IS CARRIED ON — NOMINAL PLAINTIFFS.

In *Nelson v. Nelson* (1906) 2 K.B. 217 the action was brought by cargo owners against shipowners for breach of warranty of seaworthiness. The plaintiffs were insured against loss, and after the commencement of the action the insurers paid the