

company and the deposit, and accepted the liability of the purchasing company, the deposit ought not to be ordered to be returned to the company. The application was therefore ordered to stand over with leave to amend.

PARTNERSHIP—NOTICE OF DISSOLUTION—PARTNERSHIP TERMINABLE BY MUTUAL AGREEMENT—PARTNERSHIP ACT, 1890 (53-54 VICT. C. 39), ss. 26, 32.

In *Moss v. Elphick* (1910) 1 K.B. 465, a Divisional Court (Darling and Pickford, JJ.), determined that when by the terms of a partnership it is to be terminable by mutual agreement, it is not open to either partner to put an end to it by notice, notwithstanding that s. 26 of the Partnership Act, 1890, provides that a partnership for "no fixed time" may be dissolved by notice, and s. 32 provides that "subject to any agreement" a partnership for "an undefined time" may also be dissolved by notice. Here the agreement of the parties was held to control the construction of both sections.

RAILWAY COMPANY—CARRIER—UNPACKED GOODS—OWNER'S RISK—REASONABLE CONDITION.

*Sutcliffe v. Great Western Ry.* (1910) 1 K.B. 478. In this case the plaintiffs had for many years consigned wooden cisterns, lined with lead and fitted with a cross bar, and lever, which projected above the edge of the cistern, for carriage by the defendants unpacked, and at the defendants' risk. Many of the cross bars and levers having been broken in transit, in 1907 the defendants notified the plaintiffs that thereafter the defendants would only accept them unpacked at the plaintiffs' risk, except on proof that damage, if any, arose from the wilful acts of the defendants' servants. The plaintiffs claimed that the requirement of packing, and the refusal to accept the cisterns unpacked except at the plaintiffs' risk, were unreasonable conditions, and the County Court judge so held, and his decision was affirmed by the Divisional Court (Darling and Jelf, JJ.), but the Court of Appeal (Williams, Buckley and Kennedy, L.J.J.) came to the conclusion that, in the circumstances, the conditions were reasonable and just, and the orders of the courts below were therefore reversed.