such a prosecution it is necessary to shew that the workers have in fact been injuriously affected by inhaling the dust. The Divisional Court (Bruce and Phillimore, JJ.) held that it was not necessary, but it was sufficient to warrant a conviction if it is proved that the dust is of such a character that it would in the long run be injurious to them even though there be no evidence that any have in fact been injured. See R.S.O. c. 256, ss. 15 (3), 16 (2).

NUNCUPATIVE WILL—VOLUNTEER SOLDIER—ACTIVE SERVICE—MINOR—WILLS ACT (1 VICT., C. 26) S. 11—(R.S.O. C. 128, S. 14).

In the goods of Hiscock (1901) P. 78, is a case of some moment in view of the South African war and the part taken by the Canadians therein, as there may be cases of a similar kind arising here. The question for decision was as to the validity of the will of a minor who was a private of an English volunteer battalion, who volunteered for service in South Africa. He was accepted and, pursuant to orders, went into barracks at Chichester, and, while there, made his will, being then under 21. He was subsequently ordered and went with his regiment to the seat of war and there died from wounds like many another brave fellow. The question, therefore, to be determined was: whether at the time the will was made he was "in actual military service"? Jeune, P.P.D., held that he was, and that his going into barracks was a first step to his subsequent embarkation for the seat of war, and, that as soon as he entered the barracks he entered upon "actual military service" within the meaning of the Act, though, of course, if no war had been going on, or in contemplation, his going into barracks would not have had that effect.

PARTNERSHIP—MORTGAGE BY PARTNER OF HIS SHARE IN PARTNERSHIP—DISSOLUTION—SALE OF SHARE TO CO-PARTNER.

In *Watts* v. *Driscoll* (1901) 1 Ch. 294, a partner mortgaged his share in the partnership to a third party with the knowledge of his co-partner, and afterwards, without the mortgagee's consent, agreed to a dissolution on the terms that he should sell his share to his co-partner for a sum which was less than the mortgage debt. The question Farwell, J., had to decide was whether the mortgagee was barred by the sale, and he held that he was not, and the Court of Appeal (Lord Alverstone, C.J., and Rigby and Williams, L.JJ.), affirmed his decision, holding that although the mortgagee was not