

then in fixing the price to be paid thereunder, the value of a certain obligation should be taken on a particular voting; (3), and, as an alternative, the rectification of the lease. The defendant under s. 4 of the Arbitration Act (see 9 Edw. VII. c. 35, s. 8, Ont.), applied to stay the action, but Warrington, J., held that the question of the reformation of the lease did not fall within the arbitration clause, and also that the questions as to the construction of the option, and rectification were so closely connected that it was convenient that they should both be dealt with by the Court; the application was, therefore, refused.

TRADE NAME—COMPANY—SIMILARITY OF NAME—RIGHT OF INDIVIDUAL TO TRADE IN HIS OWN NAME—TRANSFER TO COMPANY OF USE OF INDIVIDUAL NAME.

Kingston v. Kingston (1912) 1 Ch. 575. This was an action tried without pleadings. The plaintiff company sought to restrain the defendant company from using the name of Kingston as part of its trade name. The plaintiff company (Kingston, Miller & Co.) was incorporated in 1897, to carry on the business of caterers formerly carried on by Kingston & Miller. The sole managing director of the company had a son named Thomas Kingston, who was associated as assistant in carrying on the business. In 1911 he left the employment of the plaintiff company and joined with a Mr. Wheatley and established a company which was incorporated as "Thomas Kingston & Co." for the purpose of carrying on a similar business to that of the plaintiff company, and of which new company Thomas Kingston was managing director. Warrington, J., who tried the action, although conceding that Thomas Kingston, in the absence of a contract to the contrary, had a right to carry on the business of a caterer in his own name, notwithstanding it might cause confusion between his business and that of the plaintiff, yet had no right to transfer the use of his name to a new company, where such use would be calculated to cause confusion between the two companies; and that it made no difference that his name carried with it the reputation of personal qualifications which he placed at the service of the new company.

WILL—LEGACY—SUBSEQUENT GIFT OF EQUAL AMOUNT TO LEGACY
—ADEMPTION—LETTER STATING GIFT WAS INSTEAD OF LEGACY
—EVIDENCE OF INTENTION—ADMISSIBILITY OF LETTER TO CONTRADICT WILL.

In re Shields, Corbould-Ellis v. Dales (1912) 1 Ch. 591. The question in this case was whether a legacy had been adeemed.