

WILL—POWER TO CHARGE FOR PROFESSIONAL SERVICES—"PROFESSIONAL OR OTHER CHARGES"—NON-PROFESSIONAL SERVICES.

In *Clarkson v. Robinson* (1900) 2 Ch. 722, the question involved was whether trustees who, under a will, had power to charge the estate with all usual "professional or other charges" for business done by them for the estate, could charge for services of a non-professional character rendered by them. Buckley, J., held that they could not. The Ontario Act empowering the Court to give compensation to trustees, makes this case probably of little interest in this Province. The construction the learned judge placed on the will, one may remark, appears to have been a very narrow one.

COMPANY—WINDING UP—DISTRESS BY LANDLORD.

In *Harpur's Cycle Fittings Co.* (1900) 2 Ch. 731, Wright, J., refused to restrain the landlord of a company in liquidation from distraining for overdue rent, on the ground that the assets of the company were mortgaged to debenture holders, and were insufficient for the payment of the debentures, and consequently he held that the liquidator had no right to intervene, and the fact that no receiver had been appointed at the instance of the debenture holders was held to be immaterial. Under the Dominion Winding-up Act, R.S.C. c. 129, s. 16, it would seem that a distress in such a case could not be proceeded with without the leave of the Court; the present case would probably be considered an authority upon the question of granting such leave.

SHIP—CHARTER PARTY—BALLAST—OBLIGATION TO FURNISH.

In *Weir v. Union Steamship Co.* (1900) A.C. 525, a very simple point was decided by the House of Lords (Lords Davey, Brampton and Robertson) on appeal from the English Court of Appeal, viz., that the providing of ballast is incident to the safe navigation of a ship, and the responsibility for providing it rests on the owners of a vessel chartered, unless by clear and unequivocal language it is assumed by the charterer; and that stipulations that the vessel is to be placed at the disposal of the charterers, and that the charterers are to have the sole use of it, and are to be at liberty to sub-let it, and that the freight is to be paid monthly until the vessel is returned to the owners, do not have that effect, unless it is clear that the charterers were to have absolute possession of the