property. The Court of Appeal held that this covenant on the part of the husband constituted a valuable consideration for the settlement.

TRADE MARK—FANCY WORD—INVENTED WORD.

In re Densham's Trade Mark, (1895) 2 Ch. 176; 12 R. June, 65, an attempt was made to expunge the registration of the word "Mazawattee" as a trade mark for tea. The word is composed of a Hindustani word, "maza," which means "relish," and the Cingalese word, "wattee," which means "garden" or "estate," but the compound word has no meaning in either language. The Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) agreed with Romer, J., that the word was a good trade mark.

PRACTICE—TRUSTEES' COSTS OF ACTION BY CESTUI QUE TRUST—RIGHT OF TRUSTEE TO RETAIN COSTS OUT OF TRUST ESTATE—"THE COURT DOTH NOT SEE FIT TO MAKE ANY ORDER AS TO COSTS," EFFECT OF.

In re Hodgkinson, Hodgkinson v. *Hodgkinson*, (1895) 2 Ch. 190; 12 R. July 73, the question was whether a trustee was entitled to retain his costs of certain proceedings out of the trust estate. The proceedings in question had been instituted by a *cestui que trust*, and in the order that was made it was declared "that the court did not think fit to make any order as to the costs of the action." Notwithstanding this, the trustee claimed the right, on subsequently passing his accounts, to deduct his costs of the proceedings out of the trust estate. Kekewich, J., who made the original order, held that it was an adjudication that the trustee was not entitled to costs, and, therefore, that he had no right to retain them out of the estate, and the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) affirmed his decision. It is to be noted that the action in which the order was made was between the *cestui que trust* and the trustee, in which, if the court had seen fit, it could have ordered the costs to be paid out of the estate. It does not, therefore, follow that a similar order made in an action between a stranger and the trustee would have the same effect, in depriving the trustee of his right to indemnity out of the estate.

WILL—CONSTRUCTION—GIFT PER STIRPES, OR PER CAPITA.

In re Stone, Baker v. *Stone*, (1895) 2 Ch. 196, the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) differed with Stirling, J., on the construction of a will. The testator gave the income of