and longitudinally through its centre, notwithstanding that the defendants objected to the partition. In rebuilding the wall the plaintiffs had encroached upon the defendants' land some inches in making the foundations. The defendants claimed a mandatory injunction to compel the plaintiffs to remove the stone and material which encroached on their land, but North, J., declined to grant the injunction, because to do so would require the plaintiffs to enter the land of the defendants, which was in the possession of their tenant, who was not a party, and also because the stone and other material had become the defendants' property, which they could deal with as they pleased; but he held that the defendants were entitled to damages for the trespass, which he fixed at £15, as being the probable cost of removing the encroachment. One other point arose in the case, and that was, whether the defendants, who were the reversioners in fee, were entitled to sue for the trespass, their tenant not complaining; and North, J., held that they were, because the injury was of a permanent nature.

PARTNERSHIP—ACTION FOR DISSOLUTION AND RETURN OF PREMIUM—ARBITRATION, AGREEMENT FOR—STAYING PROCEEDINGS.

Belfild v. *Bourne*, (1894) 1 Ch. 521, was an action by a partner for dissolution of the partnership and a return of the premium paid by him. The articles provided for a reference to arbitration in case of difference as to the construction of the articles, "or as to any division, act, or thing to be made or done in pursuance thereof, or to any other matter or thing relating to the said partnership or affairs thereof," but there was no express provision for any reference as to the return of the premium. The defendant applied to stay the proceedings, and to refer the matters in difference to arbitration, and Stirling, J., made the order, holding that, under the articles, the arbitrators would have power to award a dissolution, and, as a necessary incident, the proper terms on which it should take place, including, if necessary, the return of the premium.

COMPANY—DIRECTOR—QUALIFICATION—IMPLIED AGREEMENT TO TAKE SHARES—ESTOPPEL.

In re Printing, Telegraph & Construction Co., (1894) 1 Ch. 528, an application was made by a director of a company to remove his name from the register in respect of certain shares which had