against the mortgagee to set aside the mortgage, was dismissed, and judgment given in favour of defendant for foreclosure with costs, and upon appeal the judgment was affirmed and the defendant was given leave to add the costs of appeal to his security. In bringing in the mortgagee's accounts, the question arose as to whether the defendant was entitled to interest on the costs ordered to be paid to him, and from what date. Kay, J., determined that he was only entitled to interest on the costs which had been ordered to be added to his security, viz., the costs of the appeal, and on those costs only from the date of the certificate of taxation, and not from the date of the judgment.

PRACTICE—SERVICE OUT OF JURISDICTION—INJUNCTION—SEQUESTRATION—ORD. XI., R. 1, S.S. F, R. 2, (ONT. RULE, 271).

In re Burland, Burland v. *Broxburn Oil Co.*, 41 Chy.D. 542, which was an action to restrain the infringement of the plaintiffs' registered trade mark against the defendants, being a company having their registered office at Glasgow with branches at London, Manchester, and Hull, Chitty, J., gave leave to serve the writ out of the jurisdiction, because an injunction could be enforced by sequestration of the defendant company's property in England.

WILL—CONSTRUCTION—TRUST FOR BENEFIT OF SPECIFIED ANIMALS.

In re Dean, Cooper-Dean v. *Stevens*, 41 Chy.D. 552, is an instance of the eccentricities sometimes indulged in by testators. In this case the testator had bequeathed certain dogs and horses to trustees, and directed that an annual sum of £750 which he charged on his real estate should be applied for their maintenance for the period of fifty years if any of them should so long live, and any part of the £750 remaining unapplied was to be dealt with by the trustees at their sole discretion. It was contended that a trust for the maintenance of animals was invalid because there was no one to enforce it, and that the trustees were entitled to the £750 per annum for their own benefit; but North, J., held that the trust was valid and that the trustees were not entitled beneficially to the fund or even to the surplus not required for the maintenance of the animals, but whether the devisee or heir was entitled to the surplus he declined to determine in the absence of the latter.

PRACTICE—AMENDMENT AT TRIAL.

Edevain v. *Cohen*, 41 Chy.D. 563, was an action to recover furniture wrongfully removed, and for damages. Judgment had been obtained by the plaintiffs for the wrong now complained of, against other persons in another action. There was some evidence of acts done since the writ in the former action which might raise a fresh cause of action. After the conclusion of the evidence of the plaintiff and one defendant, the defendants applied to amend by pleading that the cause of action had merged in the judgment; but North, J., refused to permit the amendment, because if he did the plaintiff should be allowed to new assign, and adduce new evidence.