the estate, held by Kay, J., to pass all the personal estate consisting of cash, securities, leasehold, and furniture. He says: "It is said quite truly, that there is a popular and colloquial use of the word 'money' which is equivalent to personal property, and that in this will this larger meaning should be given. Speaking for myself, I must say I have not the smallest doubt that the testatrix used the word in that larger sense, and I believe that would be the opinion of any person, not a lawyer who read this will. Am I bound by authority to decide otherwise?" He answers this question in the negative, and cites *Prichard* v. *Prichard*, L.R. 11 Eq. 232, as "at least an expression of opinion, that there should be no absolute technical meaning given to such a word as 'money' in a will, but that its meaning in every case must depend upon the context, if there is any which can explain it, and upon those surrounding circumstances, which the Court is bound to take into consideration in determining the construction."

TRADE-MARK—PATENT.

In *re Ralph's Trade-mark*, *Ralph* v. *Taylor*, p. 194, a *semble* of Pearson, J., is to be noted to the effect that the name of a patented article which has become known in the trade is not a fitting trade-mark after the expiration of the patent, since it would have the effect of extending the patent beyond its legal limit. He says, at p. 199: "that point was taken and considered by my predecessor, the present Lord Justice Fry, in the *Linoleum case*, L. R. 7 Ch. D. 834. Fry, L.J., then came to the conclusion that it was impossible for this Court so to construe the Trade-marks Act, as to do away with what has been the law of the land from the time of King James downwards, namely that the patent comes to an end at the expiration of a period of fourteen years, unless it is renewed and a further grant given, as is done in some cases."

"TRADE OR BUSINESS"—LEAVE—CHARITABLE INSTITUTION.

In *Rolls* v. *Miller*, at p. 206, the question was whether a "Home for Working Girls," being a charitable institution, where the inmates were received upon payment of a small sum for board and lodging, but from which no profit was derived, was a "business," within the meaning of a covenant in a lease of a house that the lessee should not "use exercise or carry on, in or upon the premises hereby demised, any trade or business of any description whatsoever." Pearson, J., decided that it did. He says: "To my mind the word 'business' is a very much larger word than 'trade,' and you are not to reduce, in a covenant of this kind, the word "business" simply to that which would be a trade. . . . Now is this or is it not a business? The persons who hold the house are not the persons who live in it; the persons who manage the house are not the persons who are entertained in it. Those who come to the house come there and go from there at their own free will, and apparently they come there for a shorter or a longer period; they pay certain rents and other sums of money according to what they have in the house, whether it be simply for bed-rooms or whether it be for bed-room and board as well. Under these circumstances I think the occupation of this house is an occupation of something very different from that of a private dwelling-house, and I know no other word in the language which would express the purpose for which the house is open better than the word 'business.' I am of opinion that it is open for a 'business,' for something about which people employ themselves sedulously, something of a nature which would be an ordinary business if it were carried on by an individual with the inten-