nicipality are not, however, in our opinion, entitled to vote, but only those whose names appear upon the assessment rolls, (16 Vic., c. 182, s. 17. See Harrison's New Municipal Manual, p. 34, note *q*.)

2.—As to wards, a resident ought to vote in the ward in which he resides, but it would seem that a non-resident may vote in any ward. Such an one, however, had better vote in the ward wherein lies the property it respect of which he votes. An elector who votes in any one ward of a Municipatity, is, of course, not entitled at the same election to vote in any other ward (s. 78).

3.—SS. 79 and 80 apply to electors, and to electors only. The qualifications of Councillors are described in ss. 70, 71 & 72 of the Act.—EDS. L. J.]

MONTHLY REPERTORY.

CHANCERY.

L. C. AUSTEN v. BOYD. *May* 31. *June* 2, 9, 12, 23.

Solicitor—Partnership—Dissolution of—"Goodwill."

Difference between the "goodwill" of a trade, and of a professional practice.

The goodwill of a trade is the amount which a person is willing to give for the chance of his being able to keep the business connected with the place where it is carried on; but goodwill is distinct from the profits of a business.

The term "goodwill" is inapplicable to a professional practice which has no local existence, but is purely personal.

An agreement to sell the goodwill of a professional practice, without any further stipulation or fixing the price, is not capable of specific performance.

F. H., and B. were solicitors in partnership. In 1838, F. retired from, and A. joined the partnership; and it was agreed that F. should be at liberty at any future time to introduce T. The term was to expire on 1st of September, 1846, up to which time T. was not introduced; but on 24th July, 1846, fresh articles were entered into; for seven years from 1st September then next, by which a retiring partner was to receive for his interest and share and goodwill in the business, the fair marketable value; and these articles were declared subject to the article of the then existing agreement as to the admission of T. In 1849 F. exercised his power of introducing T., when there was a memorandum arranging a new partnership which was to last until 1860, which, however was not to affect the agreement of 1846, except as far as T's. interest was concerned. On the 29th of August, 1853, two days before the term of partnership under the agreement of 1846, would have terminated, A. gave notice to dissolve on the following day. On bill filed by A. to have the value of his share and the goodwill ascertained under the articles of 1846.

Held, by the Master of the Rolls, and affirmed on appeal that A. was not entitled to claim the value of his share of the partnership or the goodwill, reckoning the business as continuing, and not as terminating in 1853; and that his rights only extended to the two days unexpired, which were of no marketable value.

V. C. W. BAKER v. DEAN. *June* 12, *July* 7.

Practice—Pro-confesso.

For the purpose of taking bill *pro-confesso* against a defendant whom it is impossible to serve and for whom an appearance had been entered interrogatories were directed to be filed and advertised in the Gazette, with notice to the defendant pursuant to the 79th order of May 1845.

V. C. W. BARROW v. BARROW. *June* 5, 23.

Jurisdiction—Married Woman—Real Estate.

A., a married woman, by her next friend, filed a bill to enforce the performance by her husband of his covenant to surrender certain copyholds (her property) upon trusts for her benefit, contained in the settlement made upon her marriage during her infancy. She obtained a decree, directing the surrender and the admission of the trustees, who were ordered to pay the balance of the rents to her, to her separate use. Shortly after the decree the the husband died, and the usual order to revive was obtained by A., who had received the balance of the rents pursuant to the decree.

Held, that A., who by instituting the suit had elected to adopt the settlement made of her real estate, was bound by such election, and that the Court had jurisdiction to compel her to carry the decree into effect.

M. R. COLE v. WILLARD. *June* 24, 25.

Will—Satisfaction of debt by legacy.

Bond to secure £2000 to be paid to trustees within three months after obligors decease for benefit of A. for life, and over. The obligor, by his will after directing payment of his debts, gave to A. an annuity of £200.—*Held*, not a satisfaction of A's. interest under the bond.

V. C. S. THE COLLINS COMPANY v. REEVES *June* 28, 29.

Trade-mark—Custom of trade—Foreign Company—Injunction.

An American Company, established for the manufacture of Edge-tools and employing a particular trade-mark, filed their bill against a manufacturer in Birmingham, alleging that he had been for some time past in the habit of making and selling tools bearing a fraudulent imitation of their trade mark. The defendant, by his answer, admitted having affixed the mark in question to goods at the order of his customers: and stated that it was the ordinary practice in Birmingham to employ any mark ordered by respectable parties, without further inquiry. He had already submitted to an injunction. The injunction was ordered to be continued; the bill to be retained for a year, with liberty to the plaintiffs to establish their right at law in the meantime: the bill in default, to be dismissed with costs; otherwise further consideration of all matters reserved.

An alien may sue in England to restrain the fraudulent appropriation of his trade mark, although the goods to which such trade mark applies are not usually sold by him in England.

V. C. S. CRADOCK v. CRADOCK. *June* 21, 22.

Will—Construction—Successive limitations.

A testator devised real estate to J. C. for life, with remainder to J. C.'s second son W. for life, remainder to the first and other sons of W. successively in tail male, and for default of such issue "to the third, and all and every other son and sons of the body of the said J. C. and the heirs mail of such son and sons," and in default to his, the testator's, own right heirs male for ever. W. died without leaving issue male. J. C. had several sons.

Held, that his "third and other sons" did not take as tenants in common, but successively as tenants in tail male.

V. C. K. PARR v. LOVEGROVE. *June* 23.

Specific performance—Decree—Title when first shewn.

When under a decree, in a suit for specific performance, there is a reference as to "whether the vendor can make a good title, and if so, when such title was first shown," the making and shewing a good title are intentionally distinct matters. A vendor can make a good title where a good title appears on the face of the abstract, and where he is able and willing to prove the deeds and facts alleged in the abstract. The showing a good title is the delivery of the abstract, when the vendor is in a condition to prove everything necessary to establish his title, appearing on the face of the abstract.

A contest as to what species of evidence is necessary, and the non-production in the first instance of the evidence ultimately required is not such a refusal to produce evidence, as that until such evidence is produced a vendor can be said not to have shown a good title.