

good-will was not expressly included in the mortgage. On Jan. 24, 1873, the original lease was surrendered to the mortgagor, and he continued to carry on the business on the premises until his death in Nov., 1873, and it was thereafter carried on by the tenant for life under his will till 1897. The house and good-will were then sold by the trustee of his will for £11,500, of which £2,617 was fixed as the value of the good-will. The mortgagees were never in possession. The mortgage debt was paid off, and the question in dispute was whether or not the good-will was bound by the mortgage. North, J., decided that the good-will did not pass to the mortgagees, and they had never acquired it de facto by going into possession; and that, therefore, the mortgage debt was not chargeable on that part of the proceeds of the sale which represented the value of the good-will.

INFANT—FRAUD—PRACTICE—COSTS.

Woolf v. Woolf (1899) 1 Ch. 343, was an action brought against an infant to restrain him from wrongfully carrying on business in the name of "Woolf Brothers," or in any manner representing, or inducing the public to believe, that the business he carried on was the plaintiffs', or in any way connected with the plaintiffs. Judgment was given in favour of the plaintiffs, with costs, but on drawing up the order, the registrar, having referred to the original record in the case of *Chubb v. Griffiths*, 35 Beav. 127, on which Kekewich, J., assumed to act, ascertained that there was nothing in the pleadings in that action to show that the defendant was an infant, as stated in the report, and he accordingly desired the matter to be again mentioned to the court; and, after reconsideration, the learned judge adhered to his judgment, directing the defendant to pay the costs of the action notwithstanding his infancy. A like order was made in *Lipsett v. Perdue*, 18 O.R. 575.

CHATTEL MORTGAGE—MORTGAGE OF LAND AND FIXTURES—REGISTRATION—INVALIDITY OF MORTGAGE OF CHATTELS—BILL OF SALE ACT, 1854 (17 & 18 VICT. C. 36)—(R.S.O. C. 148.)

In *Johns v. Ware* (1899) 1 Ch. 359, the plaintiff claimed to be mortgagee of certain trade fixtures under a mortgage of land with the machinery. The mortgage contained a power to sell the machinery separately from the freehold. The mortgage was not registered under the Bill of Sale Act, 1854 (17 & 18 Vict. c. 36), (see R.S.O. c. 148). The plaintiff sought to