

expenses" out of her residuary estate. Kekewich, J., held that the appointed fund did not vest in the executor qua executor, and the duty *prima facie* was payable out of the appointed fund, but that the direction to pay "the testamentary expenses" out of the residuary estate displaced that *prima facie* liability; and the succession duty payable in respect of the appointed fund must be deemed part of "the testamentary expenses," because its payment was, under the statute, essential to obtaining probate, and therefore was payable out of the residue.

COMPANY - DEBENTURE - FLOATING CHARGE - SALE OF PART OF BUSINESS - INJUNCTION.

In re Vivian, Metropolitan Bank v. Vivian (1900) 2 Ch. 654. The plaintiffs were holders of debentures of the defendant company which were a floating charge on all the company's assets, and sued on behalf of themselves and all other debenture holders. The company carried on business in three different places, and had determined to sell the business carried on at one of the places. The plaintiff moved for an injunction to restrain the sale, or for the appointment of a receiver, no charge of want of bona fides was made against the defendants. Cozens-Hardy, J., refused the motion, holding that the plaintiff's charge did not attach to any specific assets, and did not prevent the company from dealing with any of its property or assets in the ordinary course of business; that although the business was carried on in three places, yet there was only one business, and a sale of part was within the company's powers, and not inconsistent with its carrying on of the business of the company in a proper manner.

PATENT - INFRINGEMENT OF PATENT - DELIVERING ABROAD PURSUANT TO CONTRACT MADE WITHIN JURISDICTION OF ARTICLE SUBJECT OF PATENT.

In Saccharin Corp. v. Reitmeyer (1900) 2 Ch. 659, Cozens-Hardy, J., decided that where an English merchant, pursuant to a contract made in England, purchases abroad and delivers abroad an article the subject of an English patent, that is not a making, using, exercising or vending the protected invention within the realm so as to make him liable for an infringement of the patent.