R. 512; L. R., 10 Ch. D. 626. It was a case of valuation of the property of a partnership on the withdrawal of one partner, for which purpose it was held upon the construction of the articles that the good-will was not to be valued. In the court below, Mr. Justice Fry expressed his disapproval of the doctrine of *Hall* v. *Hall*, 20 Beav. 139, that, *prima facie*, an outgoing partner is not entitled to separate compensation for good-will. We may observe that Vice-Chancellor Hall in *Reynolds* v. *Bullock*, 26 W. R. 678, also disapproved of *Hall* v. *Hall*. The principle of the decision of the Court of Appeal in *Steuart* v. *Gladstone* appears to be that in questions of this kind the intention of the parties will be collected from their deed of partnership, having regard in each case to what the particular interest or property is which would constitute the good-will. Some of the language of Lord Justice Bramwell, perhaps, goes a little further; but we do not apprehend that the case altogether is an authority adverse to Lord Westbury's decision in *Hall* v. *Barrows*, 12 W. R. 322; 4 DeG., J. & S. 150; and we do not suppose the doctrine to be impugned that, in the absence of a contrary agreement, good-will is for this particular purpose to be taken account of as an item in the property or effects of a partnership, where the character of the joint undertaking is such as to admit of a distinct thing of value coming under that head.

"The case, however, pointedly indicates the difficulty which affects any general rules upon this subject. That difficulty lies in the uncertainty of the thing 'good-will.' The word is generally considered to refer to two things, the advantage of continuing the established business in its old place, and of continuing it under the old style or name. In some cases the matter is simple enough. In selling a public house, which is the familiar instance, the fact that the house has already been used for the trade gives it a distinctly enhanced value for the purpose of custom; and so does the fact that it is known by a particular sign. In this case the name to which a good-will attaches is not the name of the previous dealer, but a mere fancy name or trade-mark. The whole good-will together is incident to the place, and in fact is commonly called the 'good-will of the premises.' This is never dealt with, and could not be dealt with, apart from the premises. But when a business enjoys custom independently, or in a great measure independently, of its local habitation, and when it is known by a personal designation and not a mere fancy name, the difficulties upon the law of good-will begin. The thing of value is the use of the name applied to the same business in the same district or circle of operations. It may be doubted whether the term covers anything more than this; whether, for instance, it could include any definite parts of the property or assets of a business—even trade-marks belonging to the business—other than the style or firm of the business itself.

"With respect to the right to the name, several points have been decided. It has been held to survive upon the death of a partner. This law was approved in a case where one partner's interest in good-will (apart from the stock and premises) was specially bequeathed to a legatee. *Robertson* v. *Quiddington*, 28 Beav. 529. Lord Romilly there said that the surviving partner was entitled to the name of the firm, so that it could not be sold. The decision, however, may rest on other grounds; and in a case of good-will consisting of a business name and of distinct value, we are compelled to suppose that this right of survivorship would not apply when the business and assets were sold; and the question follows (as in the case of a dissolution, to be presently adverted to) whether, where there is the right to compel a sale of the assets, this does not include the exclusive enjoyment of the business name.

"Upon the dissolution and division of assets it has been held that the right to the name belongs (in the absence of special agreement) to each partner separately. If the business and its property is sold, the partners, it would seem, lose their right, for the right to the name is part of the property of the business as an entirety. There may be some doubt, however, whether, wherever a partner is entitled to compel a sale of the assets and business, he can call for a sale of the exclusive right to use the firm name. It is difficult on principle to see why he should not. Independently of this point, the law on the question seems to stand exactly as it was stated by Lord Romilly in *Banks* v. *Gibson*, 34 Beav. 569: 'The name or style of the firm * * * was an asset of