cumstances under which the two shares were given, which showed that the testator intended Ernest to have a greater share in the business than his brothers.

COMPANY—INVALID INCORPORATION OF COMPANY—WINDING-UP.

In re National Debenture Corporation (1891), 2 Ch. 505, was an application for a winding-up order in which the point was taken that the memorandum of association had not been signed by the requisite number of persons, one of the signatories having signed twice in different names. Kekewich, J., held that the company not having been duly incorporated under the statute, he had no jurisdiction to order it to be wound up; but the Court of Appeal on the question of fact allowed further evidence to be adduced, and found that the proper number of persons had signed the memorandum of association and therefore made the order asked. We may observe that the further evidence was given orally before the Court of Appeal.

PRACTICE—ACTION TO RESTRAIN NUISANCE—TRIAL BY JURY—DISCRETION OF JUDGE.

Mangan v. *Metropolitan Electric Supply Co.* (1891), 2 Ch. 551, was an action to restrain a nuisance caused by the vibration of engines, which North, J., had directed to be tried with a jury. The Court of Appeal (Lindley, Bowen, and Fry, L.JJ.) declined to interfere with his discretion, as there was no reason shown for expecting a failure of justice from the action being tried as directed.

INJUNCTION—RESTRICTIVE COVENANT—OCCUPIER.

Mander v. *Falcke* (1891), 2 Ch. 554, is a decision of the Court of Appeal (Lindley, Bowen, and Fry, L.JJ.) holding that an injunction may properly be granted against a mere occupier of premises to restrain him from using them contrary to the terms of a restrictive covenant.

WILL—CONSTRUCTION—"CONTENTS OF DESK"—CHOSES IN ACTION—KEY OF A STRONG BOX—INTENTION OF TESTATOR.

In re Robson, Robson v. *Hamilton* (1891), 2 Ch. 559, a testator had given his desk, "with the contents thereof," to his nephew Joseph. The desk in question was found to contain money, a banker's deposit receipt, a cheque payable to the testator's order unindorsed, divers promissory notes payable on demand, and the key of a box in which securities were kept. It was admitted that the money passed to the legatee, but it was claimed that neither the choses in action passed, nor the contents of the box to which the key belonged. Chitty, J., decided that the word "contents" was sufficient to pass all the *choses in action*, including those which were negotiable only after indorsement by the executors; but he held that the key of the box did not pass to the legatee because it was accessory to the box to which it belonged, which was not given to the legatee. This latter point does not appear to have been argued by counsel so far as the report shows.