cumstance that the legacy is not payable for twelve months after the testator's death (unless an earlier time for payment is expressly named) is one of the ingredients to be taken into account in making the election.

PARTITION ACTION—COSTS—INCUMBRANCES ON SHARES—COSTS OF INCUMBRANCES.

In *Belcher* v. *Williams*, 45 Chy.D., 510, North, J., came to the conclusion that in a partition action the costs of incumbrances on particular shares should be paid generally out of the estate, and not out of the particular shares encumbered. In *McDougall* v. *McDougall*, 14 G.C., 267, the opposite conclusion was arrived at by Vankoughnet, C., and it appears to us the latter is the preferable rule.

MORTGAGE—MORTGAGE BY COMPANY OF EQUITY OF REDEMPTION—PARTIES—DEBENTURE HOLDERS.

In *Griffith* v. *Pound*, 45 Chy.D., 553, Stirling, J., dealt with two points: one, as regards the right of consolidating mortgages having regard to certain provisions of the Conveyancing and Law of Property Act, 1881, which it is not necessary to refer to here, and the other was a question of practice. A company, being the owner of an equity of redemption in mortgaged property in question, had issued debentures which were made a charge on their interest in the equity of redemption, and the present action was brought to foreclose the mortgage, and the point was raised whether it was necessary to make all the debenture holders parties, or whether some could be made parties as representatives of the whole, under Ord. xvi., r. 9 (Ont. *Rule* 315). Stirling, J., held that all of them must be made parties.

VENDOR AND PURCHASER—SALE OF BUSINESS AND GOOD WILL—RIGHT OF PURCHASER TO USE VENDOR'S NAME.

Thynne v. *Shove*, 45 Chy.D., 577, was an action by the vendor of a business with the good will, to restrain the purchaser from using the vendor's name in carrying on and advertising the business. The deed contained no express assignment of the right to use the plaintiff's name. Part of the stock in trade was a number of trade cards bearing the plaintiff's name, which the defendant used until they were exhausted, and then printed others bearing the plaintiff's name as before. The immediate object of the action was to restrain the defendant from printing or publishing such cards, or otherwise trading in the name of the plaintiff. Stirling, J., thought both parties had put their rights too high, the plaintiff in claiming to restrain the defendant *in toto* from using his name, and the defendant in claiming the right to use it without any restriction; and he granted an injunction merely restraining the defendant from using the plaintiff's name in such a way as to expose him to any liability.

MUNICIPAL LAW—LOCAL IMPROVEMENT—CHARGE UPON PREMISES FOR LOCAL IMPROVEMENT TAXES—PRIORITY OF CHARGE.

In *Tendring Guardians* v. *Dowton*, 45 Chy.D., 583, Stirling, J., held that a charge for local improvements created under a statute upon premises affected thereby, is an overriding charge upon the whole proprietorship of such premises;