

tion, whereby a fund belonging to the husband and another belonging to the wife were settled, subject to life interests to the husband and wife, in trust for such children of the marriage as the husband and wife jointly should appoint, and as to the unappointed part for children in equal shares. Then followed a clause that no child in whose favour an appointment was made should take any share in the unappointed funds without bringing his appointed share into hotchpot. The settlement also contained a covenant by the wife to settle her after-acquired property. The husband and wife appointed the whole of the original trust funds in favour of five of their children—there being two other children in whose favour no appointment was made. Two legacies to the wife came in subsequently and were caught by the covenant. The husband and wife died without making any further appointment, and the question was whether the five children could participate in the unappointed after-acquired property without bringing their appointed shares into hotchpot; and Sargant, J., held that they could not, His Lordship being of opinion that the settlement of the after-acquired property could not be regarded as a separate settlement, but, on the contrary, that the after-acquired property must be treated as a mere accretion to the original trust fund.

MASTER AND SERVANT—TRADE SECRET—SECRET PROCESS—CONFIDENTIAL EMPLOYMENT—IMPLIED OBLIGATION OF SERVANT—INFORMATION AS TO SECRET PROCESS ACQUIRED DURING EMPLOYMENT—INFORMATION COMMITTED TO MEMORY—IMPROPER USE OF INFORMATION—INJUNCTION.

*Amber Size & Chemical Co. v. Menzel* (1913) 2 Ch. 239. This was an action to restrain the defendant, a former employee of the plaintiffs, from disclosing or making use of information acquired by him as to a secret process of the plaintiffs while in their employment. The court found as a fact that the plaintiffs had a secret process, and that the defendant while in their employment had acquired material information in reference to it—although the details of the process were not disclosed to the court. The question was raised by the defence whether, in the absence of any express contract, the defendant could be restrained from making use of the information he had acquired while in the plaintiffs' service; and Astbury, J., who tried the action, held that there was an implied contract by an employee not to disclose secret information acquired in the course of his employment, and he granted the injunction, but intimated that he felt some difficulty