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DECISIONS IN COMMERCIAL LAW.

IN *re* L'HERMINIER, MOUNSEY V. BUSTON.—It is held by North, J., that power to deal with the income of a fund to an unlimited extent carries with it power to deal with the capital. And therefore a power of appointing income extends to the capital which produces such income.

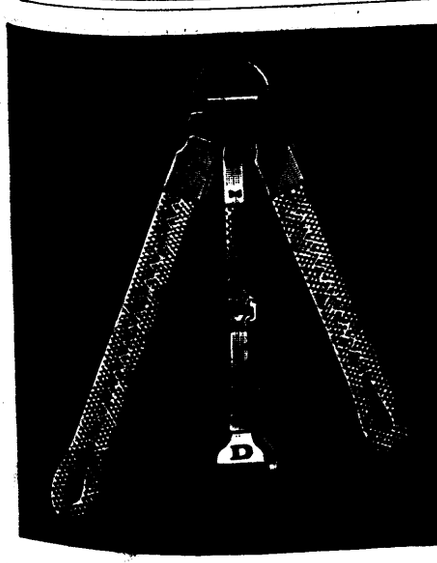
BRINSDEN V. WILLIAMS.—A solicitor who as agent for a trustee, and with full notice of the trusts, received from such trustee a cheque representing trust moneys intended for investment on a mortgage, which is an improper security, and pays such cheque into his own banking account, and next business day pays the mortgage money to the mortgagor by his own cheque for the same amount, is not liable as a constructive trustee, according to North, J., and it would seem that the case would be the same if notes were given to the solicitor instead of a cheque.

IN *re* FARBENFABRIKEN VORMALS, FREDRICH BAYER & CO.'S TRADE-MARK.—Upon the application to register the word "Somatose" as a trademark in respect of an article made from meats, and called a pharmaceutical product, its object being nourishment of the human body, the Court of Appeal of England held that "Somatose" was not an "invented word," but that even if it was an invented word it was not a "word having no reference to the character or quality of the goods" within the meaning of the Patents Act, and consequently could not be registered.

KEITH VS. NATIONAL TELEPHONE CO.—This is an important decision to telephone companies who allow customers to retain their instruments after rent is due. A motion was made to continue an interim injunction till the trial of the action, restraining the defendants from disconnecting the wires and removing the telephone instruments, the use of which the plaintiffs had hired from the defendants for three years at a rent payable quarterly. After the term had expired the parties continued the agreement by mutual consent. The ground upon which the motion was based was that the defendants had given a notice determining the tenancy at the expiration of a quarter which expired on the 30th December, but it was proved that they had also demanded and accepted payment of rent up to and including the 31st December, being one day beyond the quarter, and it was claimed that this acceptance operated in law as a waiver of the notice determining the tenancy. The objection was taken that an injunction was not the proper remedy, as the plaintiffs were, in substance, seeking specific performance of an agreement to supply them with telephone communication; but Kekewich, J., was of the opinion that the court might properly interfere by injunction to restrain the breach of the agreement on the defendants' part. He was also inclined to the opinion that there having been an overholding and an acceptance of rent after the original term of three years had expired, the relation of tenant from year to year had been acquired by the plaintiffs, and that the defendants were no longer in a position to give a notice to terminate the tenancy forthwith under the original agreement by a six months' notice; but, though doubting the sufficiency of the notice determining the tenancy, his decision is based on the acceptance of rent for a day beyond the 30th December, as having worked a waiver of the notice, even if it were good.

COPYRIGHT—COUNTRY OF ORIGIN.

A curious point in the law of international copyright arose in Hanfstaengl *v.* The American Tobacco Company and Others. The plaintiff was suing the company and Messrs. Allen & Ginter, the well-known cigarette makers of the United States, under the following circumstances: An artist named Andreotti, of Florence, had painted, in 1888, a picture called "The Love Letter." He sold it to a dealer in that city named Molena, and Molena in turn sold it to the plaintiff, who published photographs of it, first in Munich and then in England. In 1893, the defendants published reproductions of the picture in England and America, as forming part of advertisements of their goods. This seriously affected the value of plaintiff's picture. The defence was that the picture was originally produced in Italy, and, therefore, did not come under the International Copyright Act of 1886, because in that country copyright could only be secured by registration, and as there had been no registration of this painting, plaintiff had no claim, as under the Act it was provided that no person could have any greater rights than the original owner in the country in which it was first produced. On the part of the plaintiff, however, it was submitted that Germany was the country of origin, and that, as no registration was required in that country, he was entitled to succeed. Mr. Baron Pollock, who heard the case without a jury, was unable to accept this view, and gave judgment for the defendants, with costs.—*Stationery Journal.*



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