original trust estate. The Court of Appeal (Lord Alverstone, M.R., and Rigby and Collins, L.JJ.), dismissed both the appeal and cross appeal, being of opinion that there was a valid disposition of the income during the period it could, under the Thellusson Act, be lawfully accumulated, but that there was no disposition of the subsequently accruing income, which, therefore, passed as on an intestacy. The gifts to the cousins and the charity were held to be still contingent until the death of the annuitant, as there is no rule of law which requires it to be assumed that a lady of any age will never have any children. As .o the cross appeal the Court of Appeal held that the accumulations for the twenty-one years had been disposed of in the same manner as the capital.

PRACTICE—DISCOVERY--PATENT ACTION—ACCOUNT OF PROFITS—DISCLOSURE OF NAMES OF CUSTOMERS.

Saccharin Corporation v. *Chemicals and Drugs Co.* (1900) 2 Ch. 556, deals with a simple point of practice The action was brought to restrain the infringement of the plaintiffs' patent, and an account of profits made by the defendants from the sale of articles infringing the patent had been ordered. For the purpose of this account the defendant had produced their books, but covered up the names and addresses of their customers. The plaintiffs applied for an order to compel the defendants to disclose those names and addresses. Cozens-Hardy, J., refused the motion, but the Court of Appeal (Lord Alverstone, M.R , and Rigby and Collins, L.JJ.), held that the plaintiffs were entitled to the discovery.

HUSBAND AND WIFE—LOAN BY WIFE'S TRUSTEES TO HUSBAND—BOND IN PENALTY BY HUSBAND—INTEREST ON MONEY SECURED BY BOND—DAMAGES —STATUTE OF LIMITATIONS.

In re Dixon, Heynes v. *Dixon* (1900) 2 Ch. 561, the Court of Appeal (Webster, M.R., and Rigby and Collins, L.JJ.) have affirmed the judgment of Byrne, J., (1899) 1 Ch. 561 (noted ante, vol. 36, p. 51). The facts of the case were as follows:—The trustees of a marriage settlement, having power to invest the trust funds, with the consent of the husband or wife, in real or personal security, in 1852 lent part of the fund to the husband upon the security of his bond in a penal sum equal to double the amount advanced. The wife was entitled to the income of the trust fund for life, with remainder to the husband for life, with remainder over. The husband and wife lived together in amity till the wife's death in