

relationship of vendor and purchaser is established, the powers of the vendor to act as owner of the property, and (inter alia) to change tenants or holdings are suspended pending completion of the purchase.

SETTLEMENT—HOTCHPOT—TWO FUNDS—PREFERENTIAL TRUST.

*In re Bristol, Grey v. Grey*, (1897) 1 Ch. 946, is a case which arose out of a marriage settlement whereby the father of the intended wife settled a sum of £13,000 and the intended husband by the same instrument brought into settlement a policy on his life for £5,000. By the terms of the settlement the capital of the £13,000 was to go to such children of the marriage as the husband and wife by deed, or the survivor by deed or will should appoint, and in default of appointment to the children equally, subject to a hotchpot clause in the form usually adopted in the case of one fund: the £5,000 of policy moneys was to go to such children of the marriage as the wife should by deed or will appoint, and in default of appointment then "upon the same or the like trusts" and subject "to the same and the like powers" and provisions as were expressed in the settlement concerning the £13,000, after the death of the husband and wife and in default of appointment by them. The whole of the £13,000 had been appointed unequally among the three children of the marriage, and the £5,000 was unappointed, and the question for Romer, J., was how the same was distributable, and whether the appointees of the £13,000 were or were not bound to bring their shares of that fund into hotchpot or whether the £5,000 was divisible in equal shares between the three children. The learned Judge was of opinion that the two funds could not be regarded as one for the purpose of the hotchpot clause, and therefore that the £5,000 was divisible between the three children in equal shares.

COPYRIGHT — ASSIGNMENT — INFRINGEMENT OF COPYRIGHT — REGISTRATION OF ASSIGNMENT—COPYRIGHT ACT, 1842 (5 & 6 VICT., c. 45) ss. 13, 24—COSTS.

*Liverpool General Brokers' Association v. Commercial Press Telegram Bureaux*, (1897) 2 Q.B. 1, was an action by an assignee of a copyright for an injunction to restrain an infring-