

VENDOR AND PURCHASER—TRUST FOR SALE—PURCHASE BY TRUSTEE FOR SALE.

In re Douglas & Powell (1902) 2 Ch. 296, the facts are somewhat involved, but the main point of the case is that where the beneficial owner of a moiety of an estate is also trustee for sale of the other moiety, and purports to buy the outstanding moiety; although such sale is made with the consent and at the request of the cestui que trust, yet a title so acquired can not be forced on an unwilling purchaser. The case was complicated by difficult questions as to whether the trust for sale had come to an end.

TRUST—TRUSTEE—BREACH OF TRUST—TRUST FUND IMPROPERLY EMPLOYED BY TRUSTEE IN TRADE—OPTION OF CESTUI QUE TRUST TO TAKE PROFIT OR INTEREST—RATE OF INTEREST.

In re Davis, Davis v. Davis (1902) 2 Ch. 314, Farwell J. lays down that it is still the rule of the court that where a trustee, in breach of trust, employs the trust fund in trade, the cestui que trust may either elect to take the profits realized, or interest on the money, and if the latter it will be allowed at the rate of five per cent.

COMPANY — REGISTERED NAME — INJUNCTION—RESTRAINING USE OF NAME CALCULATED TO DECEIVE—SIMILARITY OF NAME.

In Aerators v. Tollitt (1902) 2 Ch. 319, the plaintiffs, a limited company, claimed an injunction against the defendants the promoters of a new company which they proposed to style "The Automatic Aerators Patents, Limited" from using the word "Aerators" as being calculated to deceive and lead to belief that the defendants company was that of the plaintiffs. Farwell J. held that the plaintiffs had no monopoly in the word "Aerator" which was a common English word and he refused the injunction.

SETTLEMENT—COVENANT TO SETTLE AFTER ACQUIRED PROPERTY—REQUEST TO SEPARATE USE—MARRIAGE WITH FOREIGNER—DOMICIL.

In re Bankes, Reynolds v. Ellis (1902) 2 Ch. 333, the main questions to be determined were (1) whether a marriage settlement executed in Italy by a domiciled Englishwoman on her marriage with an Italian, in English form and concerning English property, was governed by English or Italian law and (2) whether certain property subsequently bequeathed to the wife for her separate use, came within a covenant for the settlement of after