advowsons and presentations, and although they conceded that a charitable bequest might be declared as to advowsons and presentations, as held by Kay, J., *In re St. Stephen, Coleman St.*, 39 Ch. D. 492, yet they held in this instance none had been in fact declared, and no "necessary implication" of one could be drawn from the terms of the will: a bequest to apply money in or towards the purchase of advowsons and presentations simpliciter not being a good charitable bequest, and there being no general trust for charity binding the whole fund, their Lordships held that as the bequest failed in part it must fail altogether, and that the residuary estate was undisposed of. The Attorney-General, who appeared in support of the judgment of the Court of Appeal, was held entitled to be paid his costs out of the fund, notwithstanding that he had failed on the appeal, but the Lord Chancellor said it was not to be taken as an absolute precedent that in all such cases the Attorney-General was entitled to his costs out of the estate. The largeness of the amount involved, and the fact that the Court of Appeal had decided in favour of the validity of the bequest, being points which weighed with the court in granting him costs in the present case.

TRADE MARK—DESCRIPTIVE NAME—INJUNCTION.

The Cellular Clothing Co. v. *Maxton* (1899) A.C. 326, is a decision of the House of Lords (Lord Halsbury, L.C., and Lords Watson, Shand and Davey) on an appeal from the Scotch Court of Session, the point involved being, however, one of general interest. The action was brought to restrain the use of the word 'cellular' as applied to clothing, the plaintiffs claiming that they had applied the word to cloth manufactured by them in a certain way for ten years past, and thereby acquired the right to use it as a trade name distinguishing their particular goods. The defendants (a wholesale firm) had recently applied the word to cotton and woollen goods sold by them. Their Lordships affirmed the decision of the Court of Session, dismissing the action on the ground that the word "cellular" is an ordinary English word, which appropriately and conveniently described the cloth sold by the defendants, and that the term had not been proved to have acquired a secondary or special meaning as signifying only the goods of the plaintiff, as was the case in *Reddaway* v. *Banham* (1896) A.C. 199.