

applied to any type in the United Kingdom, and Warrington, J., held that although the copyright in the design afforded no protection to the plaintiffs in India, still the acts of the defendants in England were in contravention of the above mentioned section of the Patent and Designs Act.

WILL—SPECIFIC GIFT OF FOREIGN PROPERTY—COSTS OF REALIZATION—POWER—DIVISIBILITY OF POWER—PERPETUITY.

*In re De Sommery Coelenbier v. De Sommery* (1912) 2 Ch. 622. This was a case turning on the construction of a will. the testatrix, who was domiciled and died in England, gave all her real and residuary personal estate except her shares in a certain French company to her executors "my trustees" upon trust for sale and to hold the net proceeds after payment of her debts, and funeral and testamentary expenses, to pay a charitable legacy, and to divide the residue into thirteen parts as to two of such parts upon trust "to pay the capital or income thereof or neither to my nephew Eugene, or to apply the capital or income or any part thereof either for his benefit or for the benefit of his wife or any child or children of his as my trustees in their absolute and uncontrolled discretion consider desirable"—and she gave the 21 shares in the French company to "my trustees" upon trust for certain persons. Some of the shares were charged with the payment of certain legacies. Shortly after the testatrix's death the trustees sold some of the shares and applied the proceeds in paying a legacy charged on seven of the shares, and in completing their title according to French law the trustees paid succession duty claimed by the French government and incurred certain costs. One of the questions Parker, J., was called on to decide was whether the succession duty and costs thus paid were a charge on the general estate or were payable out of the shares, and he decided that the trustees being also executors must as such have assented to the gift of the shares to themselves and after such assent held the shares as trustees and not executors and that the French duty and costs must be borne by the shares. The other question was as to the validity of the power of appointment in favour of the nephew Eugene. And as to this it was held that there were two powers vested in the trustees for the time being of the will, first to pay either capital or income to Eugene which was only capable of being exercised during his life, and secondly, a power to apply either capital or income for the benefit of E., his wife