

cannot be given. The Ont. Rule 162 (e) is rather more explicit than the English Rule, the words used being "a contract wherever made, which is to be performed within Ontario."

TRADE MARK—INVENTED WORD—COSTS.

In *The Eastman Photographic Co. v. The Comptroller of Patents* (1898) A.C. 571, the House of Lords discuss the subject of invented words as trade marks, and come to the conclusion that the word "Solio" as applied to photographic paper comes under the head of an invented word, and as such is registrable as a trade mark. The Comptroller-General of Patents had been upheld by the court below in his refusal to register it, and had been awarded costs; the successful appellant now claimed costs against him, but their Lordships held that there was no power to order the Crown to pay costs, but directed the costs paid under the order of the court below to be refunded.

NULLUM TEMPUS ACT—9 GEO. III., c. 16.

In *Attorney-General v. Love* (1898) A. C. 679, the Judicial Committee of the Privy Council (the Lord Chancellor, Lords Macnaghten, Morris and Mr. Way) hold that under a statute of New South Wales, providing that all laws and statutes in force within the realm of England at the passing of this Act (i.e., in the year 1828) "shall be applied in the administration of justice in New South Wales," the Nullum Tempus Act, 9 Geo. III., c. 16, was introduced as part of the law of that colony. A similar conclusion was reached in *The Queen v. McCormick*, 18 U. C. Q. B. 131.

BANKER—CUSTOMER—ACCOUNT NOT EAR-MARKED AS TRUST ACCOUNT—SET OFF.

Union Bank of Australia v. Murray-Aynsley (1898) A.C. 693, was a New Zealand appeal. The point involved was simple, but one of some importance. A trustee had paid trust funds into his private account with a bank; the account was not in any way known to the bank as a trust account, nor did the bank receive the money in question knowing it to be trust money. The customer having become bankrupt, and