

which constitutes the annuity an implied charge on the corpus. In arriving at this conclusion the Court of Appeal overruled the decision of Neville, J., in *Re Bigge* (1907) 1 Ch. 714 (see ante, vol. 43, p. 524).

PASSING OFF—"GET UP" OF GOODS—USEFUL COMBINATION—ARTICLE IN COMMON USE—INJUNCTION.

In *Edge v. Nicolls* (1911) 1 Ch. 5, the plaintiffs were manufacturers of blue and other dyes which they made up in porous bags with a little wooden stick inserted for the more convenient use of the dye without the necessity of staining the fingers of the user. For this device the plaintiffs had formerly obtained a patent, which had, however, been subsequently revoked—they had, however, continued to put up their goods in this way since 1891. In November, 1909, the defendants had registered as their own design a copy of the plaintiffs method of putting up their goods including the stick and were using it in the sale of their own goods and issuing notices calling attention thereto as being of their own registered design but their own names were on their goods. E. dy. J., granted an interim injunction to restrain the defendants from imitating the "get up" of the plaintiffs, and from selling blue or dye "with the stick in it" as, or for the goods of the plaintiff. This order was reversed by the Court of Appeal (Cozens-Hardy, M.R., and Farwell, and Kennedy, L.J.J.), the Master of the Rolls remarking on the impropriety of going into such a mass of evidence on an interlocutory motion, 183 affidavits being filed in chief and 100 in reply. His Lordship also held that a mere useful part of an article as distinguished from a mere ornamental addition cannot be regarded as part of the get up of the article, that no length of exclusive use can entitle a man to a monopoly in the manufacture and sale of a useful combination not protected by patent.

POWER OF APPOINTMENT—FRAUD ON POWER—BONA FIDE PURCHASER FROM APPOINTEE WITHOUT NOTICE—LEGAL TITLE—EQUITABLE TITLE.

*Cloutte v. Storey* (1911) 1 Ch. 18. This was an action by persons entitled to a fund in default of appointment to obtain a declaration, that an appointment which had been made was void as being a fraud on the power, in the following circumstances. By a marriage settlement a wife's reversionary interest in a fund of £25,000 was assigned to trustees for the