

had issued a number of "investment" policies which were in one or other of two forms. The first form which was described as an investment policy purported for a weekly premium of 6s. to secure £22 10s., namely, £6 at the end of five years, £7 10s. at the end of ten years and £9 at the end of fifteen years, and the policy was made a charge on the assets of the company and provided that in the event of the death of the assured before the fifth year all premiums would be returned in full, and after the fifth and tenth years all premiums paid since the last payment by the company would be returned. The other form of policy purported to secure the payment of a specified sum at the end of a fixed term in consideration of a weekly premium and was also made a charge on the assets of the company and provided that in case the assured died before the date when the sum would become payable, a percentage of the premiums received should be payable to the representatives or assigns of the assured. The Court of Appeal (Cozens-Hardy, M.R., and Farwell and Kennedy, L.JJ.) held on appeal from the Vice-Chancellor of the County Palatine of Lancaster that both forms of policies were policies of life insurance, and therefore *ultra vires*, and were also illegal because the company had not made the deposit required from life insurance companies.

DESIGN—INFRINGEMENT—PATENTS AND DESIGNS ACT—1907 (7 Edw. 7, c. 29) s. 60—COPYRIGHT.

*Haddon v. Bannerman* (1912) 2 Ch. 602. This was an action for an injunction and damages for infringement of the plaintiff's registered design. The Patents and Designs Act, 1907, provides "During the continuance of copyright in any design it shall not be lawful for any person for the purposes of sale to apply or caused to be applied to any article in any class of goods in which the design is registered the design or any fraudulent or obvious imitation thereof except with license or written consent of the registered proprietor, or to do anything with a view to enable the design to be so applied." The plaintiffs were registered proprietors of a design for type metal letters, the claim being for the pattern. The defendants were manufacturers of matrices and moulds in which types are cast and had recently sold and delivered to the India Office in London matrices for casting type of the plaintiffs' registered pattern, for purposes of sale in India. It was admitted that the matrices were for shipment to Madras and that the design would not be