

procured while in the plaintiffs' service, which was the infringement complained of. This rival company had issued a specimen copy of the proposed rival publication; the "copy" from which this was printed consisted of printed portions cut out of the plaintiffs' work, with the addition of written matter supplied by the defendants Evans, with the result that the specimen copy was almost a *verbatim* reprint of a part of the plaintiffs' work. Chitty, J., held that, although the plaintiffs had no copyright in the advertisements themselves, they had a copyright in the headings under which they were arranged, and he accordingly restrained the defendants from copying them. He also restrained the defendants from using blocks and advertisements obtained by the defendants Evans while in the plaintiffs' employment.

TRADE MARK—FOREIGN TRADE MARK—REGISTRATION—INTERNATIONAL CONVENTION.

*In re Carter Medicine Co.* (1892), 3 Ch. 472, may perhaps be interesting to some of our readers who do not follow the poet's advice and "throw physic to the dogs," inasmuch as an application by an American medicine company to register "Carter's Little Liver Pills" as a trade mark was refused by North, J.

WILL—CONSTRUCTION—FORFEITURE CLAUSE ON ASSIGNING, OR ATTEMPTING TO ASSIGN.

*In re Porter, Coulson v. Capper* (1892), 3 Ch. 481, turns upon the construction of a forfeiture clause in a will, whereby it was provided that if the devisees should, within a specified period, assign his or her expectant share or any portion thereof, or attempt to do so, such devisee should forfeit all benefit under the testator's will. The shares of the devisees were by the will, subject to this clause, vested interests. One of the devisees went to Australia and married a domiciled Australian, and subsequently made a post-nuptial settlement whereby she purported to assign her share as devisee to trustees of the settlement. According to the law of Australia the settlement was null and void, except to the extent of the husband's interest, and the question was whether it operated as a forfeiture of the devisee's interest under the will. North, J., held that it did, and that the forfeiture clause was valid, and that though the devisee's interest was a vested interest under the will, yet it was subject to be divested in the event which had happened.