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## Trusts

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caused by the use of the same name by a rival<sup>4</sup> which subsequently begins to use the same or very similar name.

This relief is similar to that granted in other jurisdictions to prevent confusion and resulting unfair competition through the use of corporate names.<sup>5</sup>

### *Demise of the Ohio Fair Trade Act*

There were no decisions during the survey period in the field of resale price fixing, but, for completeness of coverage, the reader should refer to the discussion in the 1957 Survey article of the significant case of *Union Carbide & Carbon Corp. v. Bargain Fair, Inc.*<sup>6</sup> In that case the court held that the part of the Ohio Fair Trade Act which prohibits non-parties to a price-fixing contract between a producer of a trade-marked commodity and a reseller from selling the commodity for less than the price stipulated in such a contract was unconstitutional, being an unwarranted restriction upon the rights of an owner of property and accordingly an unauthorized exercise of the police power, as well as an unauthorized delegation of legislative power to individuals.<sup>7</sup>

MAURICE S. CULP

## TRUSTS

### *Purchase Money Resulting Trust; Payment of Purchase Price By Transferee As Loan To Another*

Where property is transferred to one person and the purchase price was advanced by that person as a loan to another, a purchase money resulting trust arises in favor of the latter. Although the purchase price is paid directly by the transferee-lender to the seller, it is paid by him for the borrower and the borrower is in substance the person who pays the purchase price. However, the transferee may hold the property as se-

4. See *Cleveland Opera Co. v. Cleveland Civic Opera Ass'n., Inc.*, 22 Ohio App. 400, 154 N.E. 352 (1926); *Henry Furnace Co. v. Kappelman*, 91 Ohio App. 451, 108 N.E.2d 839 (1952).

5. 1 NIMS, UNFAIR COMPETITION AND TRADE-MARKS, § 92, at 279 (4th ed. 1947).

6. 167 Ohio St. 182, 147 N.E.2d 481 (1958); 9 WEST. RES. L. REV. 375 (1958). See also discussion under CONSTITUTIONAL LAW and SALES sections, *supra*.

7. This case is also the subject of a "recent decision" commentary in 9 WEST. RES. L. REV. 509 (1958).