

always that if any nephew or niece of mine shall die in my lifetime having a child or children who shall survive me . . . such child or children shall take the share which his or her parent would have taken . . . if such persons had survived me." Eve, J., came to the same conclusion as did Eady, J., *In re Cope*, that the child of a nephew who survived the testatrix but whose parent was dead at the date of the will, was entitled to share in the residue. This decision appears to have been given on 2nd April last, but before the decision of the Court of Appeal, *In re Cope*, and it would therefore seem that the conclusion of Eve, J., was erroneous.

PATENT—SALE OF PATENT—PART OF PURCHASE MONEY TO BE PAID
IN ROYALTIES—ASSIGNMENT BY PURCHASER—VENDOR'S LIEN
—COSTS, AS AGAINST DEFENDING AND NON-DEFENDING DEFENDANTS.

Dansk Rekytriffel, etc. v. Snell (1908) 2 Ch. 127 was an action by the vendor of a patent against the purchaser and his assignees to recover part of the consideration. The defendant, Snell, purchased the patent from the plaintiff for £5,000 cash and the payment of certain royalties, it being agreed that the minimum royalties should be a specific sum per annum, the royalties being payable half yearly. The patents were assigned to Snell absolutely, and Snell subsequently sold his interest in them to the defendants with notice of the arrangement with the plaintiffs. The defendant company paid to the plaintiffs part of the minimum royalties agreed to be paid, and thereafter Snell wrote to the plaintiffs repudiating the agreement, whereupon the plaintiffs commenced the action against the defendant company and Snell claiming as against Snell the full amount of minimum royalties as damages for breach of the agreement, and as against the defendant company a lien on the patents for the unpaid minimum royalties. The defendant company contended that the effect of the plaintiffs' action was to put an end to the contract, and therefore they were not entitled to a vendor's lien, but Neville, J., declined to accede to that argument and held that the plaintiff was entitled as against the defendant company to a lien on the patents for the unpaid royalties, and as against the defendant Snell to damages for breach of the agreement. Snell did not defend, and judgment was obtained against him on motion, the company defended and the action was carried to