question in this case was made by a testator who died in 1880 and who thereby gave £1,200 out of his residuary estate upon trust for George Mellish for life, and after his death to his wife for life, and after the death of the survivor to the persons who, at the death of the survivor, should be of the blood of George Mellish and of kin to him who would under the Statutes of Distribution of Intestates Effects be entitled to his personal estate as if he were dead, unmarried and intestate. George Mellish died in 1882 and his wife in 1915, and Neville, J., held that the gift over was to an artificial class consisting of the next of kin of George Mellish to be ascertained as if he had died on the day his wife died.

DONATIO MORTIS CAUSA—GIFT OF DONOR'S OWN PROMISSORY NOTE.

*In re Leaper, Blythe* v. *Atkinson* (1916) 1 Ch. 579. The question in this case was whether a promissory note made by the donor can be the subject of a *donatio mortis causa*. Sargant, J., held that it could not, because a promissory note of the donor is not the indicia of property, but is merely an attempt to create a liability against himself or his estate. He also held, on the evidence, that the gift of the note in question was not in fact intended as a *donatio mortis causa*, but was a gift outright to the donee. He therefore held that the executors of the donor could not be restrained from setting up the absence of consideration as a defence to the note.

RESTRAINT OF TRADE—EMPLOYER AND SERVANT—MECHANICAL ENGINEERING BUSINESS—RESTRAINT FOR SEVEN YEARS EXTENDING TO UNITED KINGDOM—INTERESTS OF SERVANT AND PUBLIC—REASONABLENESS.

*Morris* v. *Saxelby* (1916) A.C. 688. This was an appeal from the decision of the Court of Appeal (1915) 2 Ch. 57 (noted ante vol. 51, p. 359). The question was as to the validity of an agreement whereby the defendant bound himself to the plaintiffs not to exercise or engage in the sale or manufacture of pulley blocks hand overhead runways, electric overhead runways, or hand overhead travelling cranes, in the manufacture of which the plaintiffs were engaged. The restraint was for seven years and extended to the whole of the United Kingdom: the Court of Appeal held it to be unreasonably wide and more than was reasonably necessary for the protection of the plaintiff company and was therefore not enforceable, and with this conclusion the House of Lords (Lords Atkinson, Shaw, Parker and Sumner) agree.