

the effect of marriage on the will was governed by French law so far as the will related to moveables, and under that law it was not revoked, and therefore entitled to probate in the English Court—with this Lindley, M.R., agreed with the qualification that the will did not affect leaseholds. Rigby and Williams, L.JJ., however, disagreed and held that both the husband and wife had acquired an English domicile at the time of the marriage, and that the English law applied and that the previous will made by the wife was revoked by the marriage, and that this was unaffected by the husband, and consequently the wife, afterwards reacquiring a French domicile. As to whether the law, that marriage revokes a previously made will, is a part of the matrimonial law, or testamentary law of England, the judges were also not agreed. Jeune, P.P.D., was of opinion that it is part of the testamentary law. Williams, L.J., on the other hand considers that it is part of the matrimonial law.

PATENT—JOINT GRANT—SURVIVORSHIP—COVENANT BY JOINT OWNERS TO ASSIGN—APPEAL—CROSS APPEAL—RULE 870—(ONT. RULE 813).

In *National Society for Distribution of Electricity v. Gibbs* (1900) 2 Ch. 280, the judgment of Cozens-Hardy, J., (1899) 2 Ch. 289 (noted ante vol. 35, p. 714) has failed to stand the fire of the Court of Appeal. The facts, it may be remembered, were simple. Certain patents for inventions had been granted to Goulard & Gibbs, and Goulard & Gibbs had entered into a covenant to assign the patents to the plaintiffs, and the agreement provided that the assignment should contain a covenant by the vendors that all the patents were valid and in nowise void or voidable. Goulard died before the assignment had been executed, and his administratrix refused to join in the assignment or the covenant above referred to. Cozens-Hardy, J., held that the patentees were joint owners and that Gibbs, the survivor, alone could be required to assign, or to enter into the covenant. The Court of Appeal (Lindley, M.R., and Rigby and Collins, L.JJ.) held that the effect of the agreement was that the transfer should contain joint and several covenants by the vendors, and that the liability of the administratrix to the plaintiffs must be ascertained on that footing—and a declaratory order was made to that effect, and the case was remitted for trial. A point of practice also arose on the appeal as to which the Court of Appeal express an opinion which it may