

object of the motion was to determine who was entitled to the fund, the reporter contents himself with showing that the court decided that the eldest child was not entitled, but fails to state explicitly who the court found was entitled to it, which appears to be a little slipshod.

LUNACY—ORDER IN LUNACY—WILL OF LUNATIC—ADEMPTION OF LEGACY.

*In re Wood, Anderson v. London City Mission*, (1894) 2 Ch. 577 a testatrix, who, after the making of her will, became lunatic, by her will bequeathed certain sums of consols, "standing in my name and belonging to me at the time of my decease." After her lunacy the court made an order directing these consols to be transferred into the name of the Paymaster-General. This was held by North, J., not to work an ademption of the legacy. By the same order certain other moneys of the lunatic were directed to be invested in the like consols in the name of the Paymaster-General, and this was held not to operate to increase the legacy. Part of the consols were afterwards sold to raise costs, and the court now directed, so as to preserve the rights of the legatees, that the sale should be taken to have been made in reduction of the amount invested, and not of the amount transferred.

PATENT—DAMAGES—THREATS.

*Skinner v. Shew*, (1894) 2 Ch. 581; 8 R. Sept. 113, was an action under s. 32 of the English Patent Act (46 & 47 Vict., c. 7) to restrain the defendants from threatening the plaintiff with legal proceedings or liability in respect of an alleged infringement of a patent owned by the defendants. The injunction was granted, and an inquiry directed as to damages which the plaintiff had sustained by reason of the threats made by the defendants, and this was a motion by way of appeal from the report on the question of damages. The plaintiff, in support of his claim, had produced a letter from the agents of a company with whom the plaintiff had been in negotiation for the sale of the exclusive right to use of the plaintiff's invention for three years, terminating the negotiations on the ground of the alleged threats. It was contended that this letter was inadmissible as evidence, that the negotiations had, in fact, been discontinued; but North, J., held that it was evidence, though not necessarily conclusive, of that fact. The damages were fixed on the basis of the minimum