

wife's death the trustees should raise certain sums of money and subject thereto should assure the estates "to such uses for such estates and with and subject to such powers and provisoes as under and by virtue of" two deeds of July 5, 1854, and February, 26, 1859, "and all mesne assurances, acts and operations of law" should at the time of the wife's death be subsisting and capable of taking effect. The widow died in 1912, and at her death there was nothing in the then subsisting uses, powers and provisoes of the estate in question which would, if inserted in the testator's will, have offended against the rule against perpetuities. Eve, J., however, thought that as there was a possibility that the rule might have been infringed, the devise was invalid, but the Court of Appeal (Cozens-Hardy, M.R., and Buckley and Hamilton, L.J.J.) reversed his decision. Buckley, L.J., says that *Duggannon v. Smith* (1846), 12 Cl. & F. 546, on which Eve, J., rested his decision, is not an authority for the proposition that uncertainty of the testator's death, whether the limitation introduced by reference will exceed the rule or not, is a ground for saying that the rule against perpetuities has been infringed.

MONEY HAD AND RECEIVED—PAYMENT UNDER COMPELSION OF LAW
—LEGAL PROCESS OF FOREIGN COURT—ACTION TO RECOVER
MONEY PAID UNDER COMPELSION OF PROCESS OF FOREIGN
COURT.

Clydesdale Bank v. Schroder (1913) 2 K.B. 1. In this case the plaintiffs were mortgagees of a ship, and the plaintiffs notified the mortgagors that on arrival of the ship at a Chilean port they intended to take possession under the mortgage. She arrived at the port named and the plaintiffs took possession, and while in that port the defendants instituted proceedings against the vessel in the Chilean Court, claiming a lien for advances made to the ship, and the vessel was at their instance arrested under an order of the court. In order to obtain her release the plaintiffs paid the defendants' demand under protest, and stated that they reserved their right to open up the matter in England, and the present action was brought to recover the money so paid; but Bray, J., who tried the case, held that the rule of law which prevents the recovery of money paid under compulsion of law, applies to money paid under the compulsion of the process of a foreign court, and that therefore the action would not lie. The learned Judge points out that the plaintiffs' proper course in the circumstances was to have applied to the