

WILL — CONSTRUCTION — EXECUTORY LIMITATION PERPETUITY —
CONTINGENCY — REMOTENESS.

Edwards v. Edwards (1909) A.C. 275. In this case the construction of a will was in question whereby the testator devised realty to his two sons as tenants in common in fee simple, with a direction in a codicil to his two sons and their heirs to make to each of his daughters for life "and afterwards to and amongst the children of each and their heirs," certain payments out of the royalties or out of the dead rent payable in respect of the coal under a specified farm, and any other coal under any other land of the testator when worked or let. By this codicil the House of Lords (Lord Loreburn, L.C., and Lord Macnaghten) held (affirming the Court of Appeal) that the testator intended to create executory limitations in land to arise at some future and indefinite period, on a contingency which might or might not happen, and that the direction offended against the rule against perpetuities, and was therefore void for remoteness so far as it related to the testator's grandchildren.

WILL — PARTY PREPARING WILL TAKING BENEFIT THEREUNDER.

Low v. Guthrie (1909) A.C. 278 was an appeal from the Scotch Court of Session. A will was attacked on the ground that the person who prepared it took a benefit thereunder. The appellants contended unsuccessfully that the rule which requires in such a case satisfactory evidence that the instrument contains the real intention of the testator, also justified the court in assuming that the party preparing it was guilty of some fraud or dishonesty for which no foundation was laid, but the House of Lords (Lord Loreburn, L.C., and Lords Macnaghten, James, Dunedin and Shaw) dismissed the appeal, being unanimously of the contrary opinion.

PATENT — GOLF BALL — INTERPRETATION OF SPECIFICATION — IN-
FRINGEMENT — DAMAGES.

In *Roger v. Cochrane* (1909) A.C. 285 the action was for infringement of a patent golf ball — known as the "Mingay," the infringement being called the "Ace." In the plaintiff's specification the patentee claimed as his invention the substitution for the core hitherto used, an incompressible fluid such as water, or other liquid, or semi-liquid, contained in a suitable receptacle of elastic material; the defendants were the exclusive licensees