

bound to assign their copyright to the University, or to whom it might direct; and the University having assigned its rights to the plaintiff company, the plaintiff company was equitably entitled to the copyright; and two of the examiners having been joined as co-plaintiffs, it was held that the plaintiff company was entitled to an injunction to restrain the infringement of the papers set by the two examiners who were co-plaintiffs; the defendants having failed to bring themselves within the protection of s. 2, sub-s. 1 (i).

LIFE ASSURANCE POLICY—ASSIGNMENT SUBJECT TO CONDITION OF
ASSIGNOR PREDECEASING ASSIGNEE—NO CONSIDERATION—
TESTAMENTARY DISPOSITION—INVALIDITY.

In re Williams, Williams v. Ball (1917) 1 Ch. 1. In this case the facts were that an owner of a life assurance policy on his own life, gave it to his housekeeper with the following signed indorsement thereon, "I authorise" (*naming her*) "my housekeeper and no other person to draw this insurance in the event of my predeceasing her, this being my sole desire and intention at time of taking this policy out, and this is my signature." The assignor paid the premiums until his death, which took place in the lifetime of the assignee. There was no consideration for the assignment, and the question was therefore whether, in the circumstances, it was a valid gift, and Ashbury, J., who tried the action, held that the gift was inoperative, on the ground that the assignment contained no present words of gift, and being without consideration, and conditional, did not pass the chose in action. The Court of Appeal (Lord Cozens-Hardy, M.R., and Warrington, and Scrutton, L.JJ.) affirmed his decision, but on the ground that the assignment was an incomplete gift, and was either a revocable mandate, revoked by the death of the assignor; or if intended to take effect on his death, it was a testamentary document not validly executed.

REAL ESTATE—CONVERSION—OPTION TO PURCHASE—EXERCISE
OF OPTION—DEATH OF PURCHASER INSOLVENT—INABILITY
TO CARRY OUT PURCHASE PURSUANT TO OPTION—RE-ENTRY
OF VENDOR.

In re Blake, Gawthorne v. Blake (1917) 1 Ch. 18. This was a case to determine whether or not there had been a conversion of realty into personality in the following circumstances. At the date of the testator's death in 1897 he was owner in fee of certain real estate which was the subject of a building agreement