

alimentary provision. The husband survived the wife and mortgaged his life interest under the Scotch settlement. Upon an application by the trustees to determine the rights of the mortgagees as against the husband and the only child of the marriage. Joyce, J., decided in favour of the mortgagees, holding that the provision against alienation of the alimentary provision was inoperative according to English law. The Court of Appeal, however, have held that it is valid and therefore the mortgage void; that although a restraint against alienation by an adult male person is invalid in English law, yet there is nothing in such a restraint against "public order and good morals" and therefore there is no reason why due effect should not be given to the Scotch law under which such a provision is valid. Stirling, J., however, dissented and thought that, although the trustees were bound to pay the income to the husband notwithstanding his assignment, nevertheless the fund when it came to his hands would be bound by his mortgage.

PATENT—INFRINGEMENT—PATENT FOR COMBINATION—SALE OF COMPONENT PART OF PATENTED ARTICLE—INTENTION OF PURCHASER TO INFRINGE—KNOWLEDGE OF VENDOR.

In *Dunlop v. Mosely* (1904) 1 Ch. 612, the Court of Appeal (Willams, Stirling and Cozens-Hardy, L.JJ.) have unanimously affirmed the decision of Eady, J. (1904) 1 Ch. 164, (noted ante, p. 192), that the sale of a component part of a combination, the subject of a patent, to a person whom the vendors know intends to use it for the purpose of infringing the patent, is not an infringement by the vendors.

EXECUTOR—POWER OF EXECUTOR TO COMPROMISE CLAIM OF CO-EXECUTOR—TRUSTEE ACT, 1893 (56 & 57 VICT., c. 53), s. 21—JUDICIAL TRUSTEES ACT, 1896 (59 & 60 VICT., c. 35), s. 3—(R.S.O. c. 129, s. 33—62 VICT. (2), c. 15, s. 1 ONT.)

In *re Houghton, Hawley v. Blake* (1904) 1 Ch. 622, Kekewich, J., holds that even apart from the Trustee Act, 1893, s. 21 (see R.S.O. c. 129, s. 33), an executor has power to compromise the claim of a co-executor against the estate and that where such a compromise has been made, under the Judicial Trustees Act, 1896, (see 62 Vict. (2), c. 15, s. 1, Ont.), if the executor acts "honestly and reasonably" in making the compromise he cannot be called to account as "for a breach of trust."