form of a will dated June 27, 1905, of a testator who died July 15, 1905, and of an unattested document dated March 12, 1905, which was claimed to be incorporated in the will. By his will the testator gave a legacy of £10,000 to the University of Wales "upon such terms and conditions and subject to such rules and regulations as are contained and specified in any memorandum amongst my papers written or signed by me relating thereto." Amongst the testator's papers was a memorandum in his own handwriting dated March 12, 1905, addressed to the executors of a former will in which he specified two conditions of a theological nature as to the individuals to be benefitted by similar bequests, and also a condition that they should be of Welsh birth, and other matters. This was the paper incorporated with the will. The application to the President was to revoke the probate and to exclude this document. There was evidence that it had been produced at interviews between the testator and his solicitor, when instructions were given for the last will, and that the will was prepared on the footing that this was the document referred to therein, and the President refused the application, holding it to have been incorporated in the will. The Court of Appeal, on the other hand, held that in order that an unattested document may be incorporated, it is necessary that it should be in existence when the will is executed and be distinctly and specifically referred to therein. Here they considered that the use of the words "any document" precluded the supposition that the memorandum of March 12, 1905, was intended, because that related to the disposition made by the former will and there was nothing in the will to shew that the testator intended that document to be the one referred to in the last will.

SALE OF GOODS—SPECIAL CONDITIONS OF SALE—FIXED PRICES—AGREEMENT NOT TO SELL TO SPECIFIED CLASS—INDUCING DEALERS TO COMMIT BREACH OF CONTRACT—FRAUD—INTERFERENCE WITH CONTRACTUAL RELATION—LEGAL RIGHT—DAMAGE.

National Phonograph Co. v. *Edison Bell Co.* (1908) 1 Ch. 335, is one of those cases arising out of the special conditions under which trade is carried on in the present day. Plaintiffs were manufacturers and defendants were dealers in phonographs and phonographic records. The sale of the machine necessarily draws with it the sale of the records which appears to