

children who had not attained twenty-five at the death of their mother in 1873, was inoperative, because it failed to vest on the death of the mother, or in other words, because there then was no particular estate to support it. The effect of the appointment he therefore held to be to vest the estate in the seven children, equally, as tenants in common for life, with remainder as to an undivided one-seventh to each of the three elder children in fee simple, and as to the remaining undivided four-sevenths, to the three elder children as tenants in common in fee in equal shares. The decision thus arrived at may be, and probably is, correct from a legal point of view, but it must be admitted to result from a highly technical mode of reasoning, and there can be no doubt whatever that it defeats the perfectly legitimate, equitable, and reasonable intentions of the settlors. Such a result seems to show that the provisions of R.S.O., c. 100, ss. 28, 29, do not go far enough.

PRACTICE—INJUNCTION—OFFER OF UNDERTAKING BY DEFENDANT—COSTS.

*Jenkins v. Hope*, (1896) 1 Ch. 278, was an action to restrain the infringement of the plaintiff's patent. On being served with the writ the defendant offered to undertake not to infringe, to give the other relief claimed by the writ, and pay the plaintiff's costs. Notwithstanding this offer the plaintiff delivered a statement of claim, and the defendants delivered a defence setting up their offer, which they thereby adhered to, and submitting that plaintiff should be ordered to pay the costs incurred subsequent to the making of the offer. The plaintiff moved for judgment on the pleadings, and North, J., was of opinion that the defendant's offer should have been accepted, and upon the defendants giving an undertaking not to infringe he refused to grant an injunction, and while giving the plaintiff costs up to the date of the offer, he ordered him to pay the defendant's costs subsequently incurred.

INFANT—MAINTENANCE—DISCRETION OF TRUSTEES—POWER TO RESORT TO ACCUMULATIONS—WILL—CONSTRUCTION—REMOTENESS.

*In re Wise, Jackson v. Parrott*, (1896) 1 Ch. 281, a testator devised and bequeathed his residuary real and personal