

tion were due to the firm of Marshall & Co. and not to Marshall individually, relying on *Moore v. Peachey*, 66 L.T. 198. Nothing had been paid under one of the orders and that was accordingly discharged. Under the other, the amount attached had been paid, and on the parties agreeing to the attaching creditor refunding one-half the amount so paid, that order was also discharged.

REDEMPTION ACTION—SALE OF PARTS OF MORTGAGED PROPERTY BY MORTGAGEE—LIABILITY OF MORTGAGEE TO ACCOUNT FOR PROCEEDS OF SALE WITH RESTS—RESTS.

*Ainsworth v. Wilding* (1905) 1 Ch. 435 was a redemption action, in which it appeared that the mortgagee had from time to time sold parts of the mortgaged property and the mortgagor claimed that in taking the account there should be a "rest" at the time of every sale, and the total receipts from all sources should then be set off against the amount then due for principal, interest and costs. On the other hand the mortgagee contended he was not compelled to accept payment in dribblets. Joyce, J., negatived the plaintiff's contention and held that the mortgagee was not liable to recount with rests at the time of each sale.

PATENT—COMBINATION—INFRINGEMENT—REPAIR OF PATENTED ARTICLE.

*Sidar Rubber Co. v. Wallington* (1905) 1 Ch. 451 was an action to restrain the infringement of a patent. The plaintiffs' patent was a rim for holding a solid rubber tyre without pinching and without wire or bands for securing. The defendant had made and fitted a new tyre to one of the plaintiffs' rims to replace a worn out one. Eady, J., held that this was not an infringement and was nothing more than what might fairly be deemed a repair, that there was no patent for the tyre and the combination of tyre and rim was not a patentable combination.

LANDLORD AND TENANT—COVENANT NOT TO ASSIGN OR SUBLET WITHOUT LEAVE—LICENSE TO SUBLET NOT TO BE UNREASONABLY WITHHELD.

*In re Spark, Berger v. Jenkinson* (1905) 1 Ch. 456. The owner of a building having only one entrance let a part of it to a tenant who gave a covenant not to assign or underlet without the consent of the landlord, which was not to be unreasonably withheld. The tenant being desirous of underletting part of the premises applied to the landlord for his consent, which he refused to give unless he were first informed of the purpose for which the