yet disclose enough to show that what is claimed by subsequent patent is not new. It is like a publication in a book, and it is not necessary that it should have been acted on, but only that it should be capable of being acted on, which may be tested by experiments, using any new facilities prior to the second patent. But it must furnish the knowledge necessary to carry it into practice with reasonable certainty, in order to invalidate the second patent.

The public use of an invention means a use and invention *in* public, not *by* the public.

This was a suit against brewers for infringement of a patent for capsules. Defence, that the capsules used were made in Germany, the bottles covered with them in Scotland, and sent through England for exportation only. *Held*, that the sending the bottles into England was an infringement. There is no distinction between an active and a passive use. Injunction granted. The mere use of the capsules was the very benefit intended to be derived, which continued while they remained on the bottles.

Since 21 & 22 Vic. cap. 27, the court can direct an account and award damages in the same suit.—*Betts* v. *Neilson*, Law Rep. 3 Ch. 429.

2. The plaintiff being possessed of a patent, granted to the defendants the exclusive license to work it in a certain district by an indenture, in which the latter covenanted to pay certain royalties, and to give every information, the better to enable the plaintiff to support the letters-patent; and the plaintiff covenanted for quiet enjoyment of the patent by the defendants; and that, in case any person should work the patented processes, the plaintiff would, at his own costs, commence and carry on all such actions, &c., as should be necessary to put a stop to such working of said processes; and that, in case the plaintiff should fail or neglect so to do, the defendants should not be liable "*thence forth*" to pay the said royalties, "*after the time af such person commencing to work the said processes*," until the plaintiff had, by law or otherwise, put a stop to such working. But the defendants were to keep an account of all royalties, that they might be paid to the plaintiff, on the enforcement of the patent right against the person infringing the same. *Held*, that the payment of royalties was not to be suspended, under the above condition, until the plaintiff had notice of an infringement, and until he had been allowed a reasonable time to institute proceedings to restrain the same.—*Henderson* v. *Mostyn Copper Co.*, Law Rep. 3 C. P. 202.

See Master and Servant, 1; Trial by Jury.

Pledge.—*See* Factor.

Power.

£5,000 were appointed on certain trusts subject to a power of appointment to the amount of £1,000. The fund, instead of £5,000, only amounted to £2,000. *Held*, that the appointee of the £1,000, and the persons entitled to the residue of the fund, must abate proportionately. —*Miller* v. *Huddlestone*, Law Rep. 6 Eq. 65.

Practice.—*See* Award.

Prescription.—*See* Trust, 2.

Presumption.—*See* Railway, 1; Stamp.

Principal and Agent.

Wool brokers gave a bought note for wool "bought of Messrs. R. & Co.," and a sold note for the same, "sold to *our principals*." It did not appear that the purchasers knew of this variance; but a usage in the Liverpool trade was proved, that, when a broker is employed to buy wool, he may either contract in the name of his principal, or, without informing the latter, may make himself also personally liable for the price. *Held*, that the usage was reasonable, and the brokers justified in giving the above sold note.—*Cropper* v. *Cook*, Law Rep. 3 C. P. 164.

See Factor.

Production of Document.

A plaintiff suing as transferee of a mortgage was ordered, before decree, to produce his transfer deed, for the inspection of the defendant's witnesses before they made their affidavits, upon the defendant's solicitor making affidavit that it was necessary in order to determine whether the same was forged, although the answer only denied the validity, and not the genuineness of said deed.—*Boyd* v. *Petrie*, Law Rep. 5 Eq. 290.

Profits.—*See* Account.

Promissory Note.—*See* Bills and Notes.

Proximate Cause.—*See* Railway, 3.

Railway.

1. A train of the defendants, while stationary on their railway, was run into by, and by the fault of, another train. Several companies had running powers over that part of the defendants' line, and no evidence was given whether the moving train belonged to or was under the control of the defendants. *Held*, that *prima facie* defendants were liable.—*Ayles* v. *South-Eastern Railway Co.*, Law Rep. 3 Ex. 146.

2. A railway carriage on which the plaintifs (husband and wife) were passengers to R., on reaching R. overshot the platform on account of the length of the train. The passengers were not warned to keep their seats, nor was