

ditionally, but was answered by Mr. Neilson that he could not give any other answer than the one contained in the letter of Mr. Sise. The price asked was unreasonable and with a limitation of use.

The case of Mr. Bate was one of flat refusal. The two other cases were instances of protracted resistance, ended by offers to sell under restrictions, some of which were beyond the privileges of a patentee. The limitation as to where to use the invention, after purchase, is similar to a sale of patented sewing machine to be used only in a particular house, or the sale of a patented plough to work only a given plot of land. The patent license, in Canada, accompanies the purchaser wherever he chooses to move on the wide territory of the Confederation, provided he does not use more than the number of articles purchased.

The policy of refusal to license or sell, for the purpose of leasing at a rental, is made plain again by the answers, although very reticent, of the manager of the company to the interrogatories of counsel. A few quotations of his evidence will suffice:—"I do not think," says Mr. Sise, "there has ever been a set sold by us." "I would not swear that we have not refused to sell private telephones. I would not say we did." "I should not be able to say whether we had absolutely refused to sell unconditionally one or two or more instruments, nor would I say that we had not." "I do not think we ever sold an instrument unconditionally."

The whole case is plain on the face of it, and it is also plain that the patentees or their representatives had in view to build up a commercial enterprise (for the benefit of the public as they contended), rather than content themselves with getting their mere royalty on licenses or sales as patentees. With such intention, simply, there is nothing to find fault, so far as this tribunal is concerned, if the steps necessary to carry it out had not led them beyond the provisions of the Patent Act.

The conclusion is that the patentees, the respondents in this case, or their representatives, having extensively imported the patented articles after the expiration of twelve months from the date of their patent; having not manufactured in Canada the said articles to the extent they were bound to do, after two years of the existence of their privilege; having resisted and refused to sell or deliver licenses as required by the statute, to persons willing to pay a reasonable price for a private and free use of the patented invention, they have forfeited their patent.

Therefore I decide that Alexander Graham Bell's patent (No. 7,789) for "Bell's System of Telephony" has become null and void, under the provisions of section 28 of "The Patent Act of 1872."

Patent annulled.

*Christopher Robinson, Q. C., and J. R. Roof,*  
for Petitioners.

*Hector Cameron, Q. C., Dalton DeCarthy, Q. C., Wm. Macdougall, Q. C., and S. G. Wood,*  
for Respondents.

### SUPERIOR COURT.

MONTREAL, Jan. 17, 1885.

*Before* TASCHEREAU, J.

LUNN et vir v. THE WINDSOR HOTEL CO. OF  
MONTREAL.

*City of Montreal—Special Assessment—42-43*  
*Vict. (Que.), ch. 53.*

The assessment roll prepared to defray the cost of a special improvement in the city of Montreal was set aside by the Courts, and a new roll was made for the same improvement under the authority of an Act of the provincial legislature.

*Held*, that the assessment under the new roll must be paid by the person who was proprietor at the time the new roll came into force, and that he has no recourse against the antecedent proprietor.

*Davidson, Cross & Cross* for the plaintiffs.

*Abbott, Tait & Abbotts* for the defendants.

### COURT OF APPEAL REGISTER.

MONTREAL, Jan. 26.

*Sharpe & Cuthbert.*—Heard on merits; C. A. V.

*Normandeau & Dickinson.*—Appeal dismissed, appellant not proceeding.

*Dansereau & Letourneur.*—Heard on merits; C. A. V.

*Arless & Belmont Manufacturing Co.*—Do.

*Tye & Fairman.*—Do.

Jan. 27.

*The Queen v. Prevost.*—Reserved Case sent back for amendment.

*Stephen & La Banque d'Hochelega.*—Motion for additional security, rejected.

*Black & Shorey.*—Judgment confirmed.

*Pillow & Recorder's Court.*—Judgment confirmed.

*Biron & Trahan.*—Judgment confirmed, Ramsay, J., dissenting.

*Tourville & Ritchie.*—Judgment confirmed, each party paying costs of printing his factum.

*Wright & Moreau.*—Judgment confirmed.

*The Exchange Bank of Canada & The Queen.*—Motion that the case be heard by privilege, granted; hearing on 16th March.

*Campbell v. Bate, & Cunard Steamship Co.*—