

**PATENT—JOINT GRANT—SURVIVORSHIP—COVENANT BY JOINT OWNERS.**

*National Society for Distribution of Electricity v. Gibbs* (1899) 2 Ch. 289, was an action brought by the plaintiffs for the performance of an agreement to assign certain patents of invention and for damages for breach of contract and warranty. The patents had been granted to Garland & Gibbs, their executors, administrators and assigns, and Garland & Gibbs entered into an agreement to sell the patents to the plaintiff company, and by the agreement it was provided that the assignment and transfer of the patents should contain a covenant by the vendors that all the letters patent assigned were valid, and in no wise void or voidable. Before the execution of the assignment Garland died, and the defendant Ruelle was his administratrix. The plaintiffs had settled with Gibbs, and the only question at issue was as to the liability of the administratrix to join in the assignment of the patents and to enter into a covenant as to their validity and to answer in damages for the breach of contract. The answer to this question was held to depend on the proper construction of the original letters patent. Cosens-Hardy, J. held that the grants were made to Gibbs & Garland jointly, and vested in them a joint estate or interest in the patents, and not a tenancy in common, and that consequently Gibbs, the survivor, alone could make a good conveyance or assignment, and that the administratrix was not bound to join therein or to enter into any covenant, inasmuch as the agreement for sale was a joint contract of Gibb & Garland. The action was therefore dismissed.

**COMPANY—ARTICLES OF ASSOCIATION—SPECIAL ARRANGEMENTS AS TO CALLS AND SHARES AUTHORIZED—DIRECTORS, POWERS OF.**

*Alexander v. Automatic Telephone Co.* (1899) 2 Ch. 302, was an action brought by a shareholder of a joint stock company against the company and three of its directors. The object of the action was to obtain an adjudication that the directors were bound to pay a like call, on shares allotted to themselves, as had been made on all other shares. The articles of association expressly provided, that it should be competent for the directors to make arrangements on the issue of shares for a difference between the holders of shares in the amount of calls to be paid, and the time of payment of such calls. The plaintiffs complained that the defendant directors had taken advantage of this provision to allot shares to themselves, and