

PRACTICE—PARTIES—ADDING DEFENDANT—ACTION FOR INFRINGEMENT OF PATENT—APPLICATION OF MAKER OF MACHINE USED BY DEFENDANT TO BE ADDED AS A DEFENDANT.

*Moser v. Marsden* (1892), 1 Ch. 487, was an action for the infringement of a patent, and the Vice-Chancellor of Lancaster had on the application of the maker of the machine used by the original defendant, which the plaintiff claimed to be an infringement of his patent, added him as a defendant, on the ground that he was interested and claimed that a judgment in the action would injure him, and that the original defendant would not efficiently defend the action. The Court of Appeal (Lindley and Kay, L.JJ.), however, held that as the maker of the machine used by the original defendant was not directly interested in the issues between the plaintiff and the original defendant, but only indirectly and commercially, there was no jurisdiction to add him as a defendant.

LIBEL INJURIOUS TO TRADE—INJUNCTION.

In *Collard v. Marshall* (1892), 1 Ch. 571, Chitty, J., granted an interim injunction restraining the publication of placards and circulars containing libels injurious to the plaintiff's trade, the court being satisfied on the evidence that the statements contained in such circulars and placards were untrue.

EASEMENT—LIGHT—EXTINGUISHMENT OF EASEMENT.

In *Pondarves v. Monro* (1892), 1 Ch. 611, the plaintiffs applied for an interim injunction to restrain the defendants from erecting new buildings so as to obstruct the access of light to the plaintiffs' premises. It appeared on the evidence that the plaintiffs' building stood on the site of two old houses which had been pulled down in 1872. In 1876 the plaintiffs' buildings were erected. It was not satisfactorily shown that the windows in the building put up in 1876, as to any particular or defined part, coincided with those of the older buildings pulled down in 1872, and North, J., therefore refused the injunction.

PRINCIPAL AND SURETY—COUNTER-SECURITY GIVEN BY DEBTOR TO SURETY, RIGHT OF CREDITOR TO BENEFIT OF.

In *re Walker, Sheffield Banking Co. v. Clayton* (1892), 1 Ch. 621, an attempt was made on the part of a creditor to obtain the benefit of securities given by the debtor to a person who had become surety for the debt. The claim was based on *Mawer v. Harrison*, cited in 1 Eq. Ca. Abr., p. 93, pl. 5; 20 Vin. Abr. 102; but on examination of the original record of that case it was found that it did not really decide the point for which it was cited in the Equity Cases Abridged, and Stirling, J., decided that a creditor has no such right in respect of securities received by a surety from the principal debtor.

TRADE MARK—INFRINGEMENT—INNOCENT PURCHASER—COSTS.

*American Tobacco Co. v. Guest* (1892), 1 Ch. 630, was an action brought to restrain the sale of goods bearing a mark infringing the plaintiffs' trade mark, in which Stirling, J., lays down what appears to us to be a very wholesome and necessary rule regarding the costs of such actions. It appeared that the defendant had innocently purchased a small quantity of goods bearing the spurious