RECENT LEGAL DECISIONS.

UNAUTHORIZED USE OF A MAN'S NAME.—The English doctor who unsuccessfully claimed that his name was his own, and that he was entitled to restrain the vendor of a patent medicine from using the name in an advertisement, carried his case into the Court of Appeal, but again without success. That Court has found that a doctor whose name has been used without his authority in an advertisement to puff the sale of a medicine has no cause of action, either for damages, or for an injunction, unless the publication is defamatory or injures him in his property business or profession. Dockrell vs. Dougall, 80 Law Times Rps. 556.—(A note of the decision by the trial Judge was given several months ago in THE CHRONICLE).

SECURITIES DEPOSITED WITH A BANKER.—To secure an overdraft upon his account, a customer deposited with his bankers the certificates for five shares in Joseph Rodgers and Company (Limited), together with a transfer of the shares, having the name of the transferee in blank, but signed by the customer. Afterwards a balance of £1,500 was due to the bank on the banking account, and for over six years no payment of interest or acknowledgment of the debt was made by the customer. The debt thereby became barred. The bank then sought to enforce by foreclosure or sale their equitable charge upon the shares, and in answer to the action the customer set up the Statute of Limitations as a defence. Judgment was given in favour of the bank by Mr. Justice Stirling. In the course of it he said:—

The deposit of the documents constituted the bank equitable mortgagees of the shares. It is well established that an action for foreclosure is not an action for recovery of a debt, but for recovery of the mortgaged property, and the mere fact that the personal claim cannot be enforced does not deprive the creditor of his remedy against the property. In another view, the deposit of the shares constituted in equity an assignment of them to the bank to the extent of the debt. Just as much as if a formal deed had been executed assigning them to the bank, subject to a proviso for redemption. The bank has therefore acquired in equity an interest in these shares in the nature of property. Though the debt is barred in the sense that a personal action can no longer be brought to recover it, the debt is not gone, nor is the right of property destroyed, for there is no provision in any statute of limitations with reference to personal property similar to that contained in the Statute affecting land, whereby the title to land is extinguished after the lapse of a certain period. If then the property of the bank still exists, I fail to see what there is to deprive it of the rights attached to such property. The London & Midland Bank (Limited) vs. Mitchell, 15 Times Law Reports 420.

THE SURVIVOR OF TWO, WHO HOLD A PATENT, TAKES THE WHOLE INTEREST.—**The grant of letters-patent for a new invention to two persons, their executors, administrators and assigns, in ordinary form, makes them joint tenants, and, upon the death of one, the rights under the letters-patent, if not previously severed, belong wholly to the survivor.** This is a decision of Mr. Justice Cozens-Hardy of the English High Court of Justice. In the course of his judgment he said:—

It was scarcely disputed that a grant, whether by the crown or by a private individual, of any ordinary species of property to A. B. and C. D., their executors, administrators and assigns, would create a joint tenancy or joint interest, and not an interest in common. This is not a rule of tenure or of real property law. It applies to an assignment of a policy of assurance as much as to an assignment of a term of years. But it was urged that letters-patent are of such a peculiar quality and nature that different principles of interpretation ought to be applied. I am unable to follow this argument. The right or privilege granted by the crown by the letters-patent is an exception from the general prohibition contained in the Statute of Monopolies. It is for all purposes to be regarded as property. It passes on bankruptcy as part of the assets of a bankrupt. I can see no justification in principle, nor has any authority been produced, for holding that a grant of letters-patent to two persons, their executors' administrators and assigns, created anything more than a joint-interest which will survive on the death of one of them, unless there has been a severance of the joint-interest. An elaborate argument was addressed to me with the view of persuading me that survivorship between joint tenants is unreasonable and cannot have been intended by the crown. It is no doubt true that courts of equity have laid hold of slight circumstances to turn a joint-tenancy into a tenancy in common, and there was at one time an idea that in equity all joint tenancies would be construed tenancies in common. This, however, is clearly not so. It must not be forgotten that it is at any time open to two joint owners to sever their joint interest, and to create a tenancy in common. National Company for the Distribution of Electricity by Secondary Generators vs. Gibbs, 47 Weekly Reporter 518.

ADJOINING PREMISES, MEANING OF.—In a Covenant by a landlord, not to allow a certain trade to be carried on in the "adjoining premises," the word "adjoining" is confined to the two houses on either side of the demised premises, although the landlord is at the time of the lease the owner of a block of buildings of which these form only a part. Vale vs. Moorgate Street, etc., 80 Law Times 487.

STOCK EXCHANGE NOTES.

Wednesday, p.m., July 26th, 1899.

Trading in the Stock Market continues to be very restricted, and the leading characteristics are heaviness and dullness. It is reasonable to expect that there will be a revival in the stock business within the next month or six weeks, and the fact that prices are so well maintained during the present period of inacti-