DECISIONS IN COMMERCIAL LAW.

SMITH v. WHITMAN SADDLE COMPANY.—The Supreme Court of the United States decides that where a new and original shape or configuration of an article of manufacture is claimed to be patentable, its utility may be also a element for consideration. The shape produced must, in order to be patentable, be the result of industry, effort, genius or expense, and must be new and original as applied to articles of manufacture. If the selection and adaptation of an existing form is more than the exercise of the imitative faculty, and the result is in effect a new creation, the design may be patentable.

PATRICK v. BOWMAN.—Where one partner is present in sole charge of the business while the other is at a distance, in order to sustain a sale to the former of the absent partner's interest, it must be made to appear that the price paid approximates a fair consideration for the thing purchased, and that all the information in the possession of the purchaser necessary to enable the seller to form a sound judgment of the value of what he sells was communicated by the buyer to him, says the Supreme Court of the United States. Where one holds out as the agent of an unknown principal whom he had no authority to represent, his contract, though not binding upon any one else, is binding upon the agent, at least if the credit be given to such agent. When an offer is made and accepted by the posting of a letter of acceptance before notice of withdrawal is received, the contract is not impaired by the fact that a revocation had been mailed before the letter of acceptance.

GRANT v. RICHARD WALTER.—The mere carrying forward or extended application of the original device with the change only in degree is not patentable. Distinct and formal claims are necessary to ascertain the scope of the invention for which a patent is granted. The patent issued to James M. Grant for new and useful improvements in the art of reeling and winding silk and other thread is, notwithstanding the disclaimer, still for an old device of a cross-reeled and laced skein for whatever purpose it may be designed, and is void for want of patented novelty. A discovery of a new use for an old device does not involve patentability. The fact that the patented article has gone into general use is evidence of its utility, but not conclusive of that, and still less of its patentable novelty. Judgment of Supreme Court of United States.

LONERGAN v. BUFORD.—Testimony which simply identifies the property which is to pass under a written contract of sale to plaintiffs is not testimony varying or contradicting the terms of the contract. So holds the Supreme Court of the United States. On a sale of cattle, if the sellers cannot deliver the kind described in the written contract, they cannot exonerate themselves by delivering cattle of a different description. Where a vendee of cattle pays to the vendor a sum of money which the vendor has no right to receive, and the payment is made by the vendee in order to get possession of his property which would otherwise be exposed to great loss, and the vendor refuses to deliver the cattle unless such payment is made, the money so paid is a payment by compulsion.

THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY CO. v. HOLT.—An agreement that the amount of grain received at an elevator shall be five million bushels a year is not an agreement that the elevator shall in fact store and handle that quantity each year, holds the Supreme Court of the United States. Where a railway company agreed that the total amount of grain received at an elevator should be at least five million bushels a year during the term of a lease, and if it should fall short of that amount agreed to pay the lessee one cent per bushel on the amount of such deficiency, such company by offering at the elevator the stipulated quantity of grain performed its agreement, and the inability of the lessee to accept the grain so tendered on account of the storage capacity of the elevator being fully occupied by third parties whose action in respect to allowing the grain to remain or to be removed was beyond the control of either the company or the lessee, cannot operate to defeat such performance or constitute any ground for holding the company liable on its agreement. A party may by an absolute contract bind himself to perform things which subsequently become impossible, or pay damages for the non-performance, and will be liable thereon where the event which causes the impossibility might have been anticipated and guarded against in the contract, or where the impossibility arises from the act or default of the promissor. But where the event is of such a character that it cannot be supposed to have been in the contemplation of the contracting parties when the contract was made, they will not be held bound by general words, which though large enough to include, were not used with reference to the possibility of the particular contingency which afterwards happens.

THE annual meeting of the Canadian Colored Cotton Mills Co. took place in Montreal some days ago. The report of the directors was considered satisfactory. Six per cent. has been paid for the year. The election of officers resulted in the re-election of the old board, consisting of Messrs. A. F. Gault, R. L. Gault, D. Morrice, C. D. Owen, and T. King. Mr. A. F. Gault is president, and Mr. C. D. Owen, vice-president.

THE United States Bureau of Statistics announces that the exports of beef, hog and dairy products for April were $7,544,515, against $10,446,468 for April, 1892. For January, February, March and April the exports were $34,845,582, a decrease of nearly ten million dollars as compared with the same four months last year. In the export of cattle there is a decrease of nearly $6,000,000 for the ten months; in that of bacon a decrease of nearly $5,000,000 for the six months, and in that of lard a decrease of less than $1,500,000 for the six months. The export of dairy products for the twelve months ending April 30, says the New York *Bulletin*, shows a gain of a trifle more than $200,000. This is due to a substantial increase in the export of cheese; butter shows a falling off.