

Chan Div.]

NOTES OF CANADIAN CASES.

[Chan. Div.]

the re-issue July 10th, 1880, and from the correspondence and proceedings respecting the application in the United States, it was indicated that the patentee was not during at least the larger part of this period without having his attention drawn towards the merits, demerits or defects in his patents; and it also appeared that in each case there had been in the re-issues either the introduction of new inventions or what has been called an enlarging of the scope of the patent, or a broadening of the claim,

Held, that the rule of laches must be strictly applied and the delay being unaccounted for, the re-issues were invalid, at all events as to the claims in the re-issues which constituted such a broadening and enlarging of the claims in the original patents respectively.

W. Cassels, Q.C., for the plaintiff.

B. B. Osler Q.C., and *T. S. Plumb*, for the defendants.

Proudfoot and Ferguson, J.J.] [May 21.

THOMPSON V. CANADA FIRE AND MARINE
INSURANCE CO.

*Directors' consent to transfer of stock—Absence
of fraud.*

On appeal from the judgment of Boyd, C.
(*ante*, 22 C. L. J., 70),

Held, that as the transfers complained of were within the scope and power of a board of directors, and being found upon the evidence to have been made without fraud, the appeal should be allowed and the action dismissed with costs.

McKelcan, Q.C., and *Moss, Q.C.*, for the appeal.

McCarthy, Q.C., and *Nesbitt*, contra.

Boyd, C.] [June 2.

VICKERS EXPRESS CO. V. CANADIAN
PACIFIC RAILWAY CO.

*Railway Act, 1879—Express companies—Reason-
ableness of rates—Facilities.*

In an action by an express company against a railway company and another express company to whom certain privileges were granted

by the railway company which were withheld from the plaintiffs, the principal one being that of employing the railway station agents to act as agents of the express company, and in which it was claimed that the Court should inquire into and settle whether the rates charged by the railway company were reasonable or not,

Held, that even if the Court had jurisdiction to inquire into the reasonableness of the rates, which was doubtful, no collusion being shown between the defendant companies it would not on the record and evidence in this case do so.

Held, also, that the employment of the station agents of the railway company to act as agents of the express companies with the privileges they had at the stations is a facility within the meaning of the Consolidated Railway Act of 1879, 42 Vict. c. 9, s. 60, s.s. 3, and that when such privilege is granted to one express company and refused to another, whether by contract or obligatory arrangement or not, it is an illegal bargain in contravention of this 3rd sub.-sec. of the Act.

C. Robinson, Q.C., *McCarthy, Q.C.*, and *Creelman*, for the plaintiffs.

S. H. Blake, Q.C., and *Cassels, Q.C.*, for the defendants, the railway company.

Moss, Q.C., for the defendants, the express company.

Proudfoot, J.] [June 3.

CASSELMAN V. CASSELMAN.

*Estoppel by deed—Subsequent acquisition of estate
—Necessity of recital or covenant—Unwilling
grantee.*

M. C. made a voluntary deed of certain land to L. C. At that time M. C. had no title to the land, it having been previously sold for taxes and conveyed by sheriff's deed to B. Subsequently, however, to his deed to L. C., M. C. bought back the land from B. There were no recitals or covenants in the deed to L. C., and by it M. C. did "assign, transfer, demise, release, convey, and forever quit claim" to L. C., his heirs and assigns, all his estate in the land.

Held, that M. C. was not estopped from saying he had not the estate when he conveyed