

Prac.]

NOTES OF CANADIAN CASES.

[Prac.]

to make a model, and under the pledge of secrecy, placed the United States patent in his hands, and imparted to him his ideas as to the improvements. It was afterwards discovered that the defendant so employed had, during his employment, taken out a patent for a similar article, under which he and the other defendants were manufacturing. In an action brought to set aside this patent, and for an injunction restraining the manufacture by the defendants of the article, in which action it was contended on their behalf that the article was not protected in Canada by the United States patent, and, in fact, that the idea was public property. It was

Held, following *Morison v. Moat*, 9 Ha. 241, that the plaintiffs had the right to succeed as to the injunction, or that their title was good as against the defendants, even though they might not have a good title against the public, and the injunction was granted.

Moss, Q.C., and *F. E. Hodgins*, for plaintiffs.
Bain, Q.C., and *Malone*, for defendants.

PRACTICE.

Mr. Dalton, Q.C.]

[March 25.]

THE QUEBEC BANK V. RADFORD ET AL.

Judgment—Rule 80, O. J. A.—*Married Women's Property Act*, 1884.

Judgment was granted under Rule 80, O. J. A., in an action on a promissory note against one of the defendants, a married woman, as indorser, where the note matured after the passing of the Married Women's Property Act, 1884 (47 Vict. c. 19 O.), and where there was no allegation that the married woman was possessed of separate estate. The following limitation was imposed in the order for judgment: That the amount of the judgment should be levied and payable out of the defendant's separate property (if any) of which she was possessed or entitled to at the time of the making of the note, or out of any separate property which she may thereafter acquire or have acquired, and which she is not restrained from anticipating.

D. T. Symons, for the plaintiff.

The defendant was not represented.

Mr. Dalton, Q.C.]

[March 25.]

CAMERON V. RUTHERFORD ET AL.

Judgment—Rule 80 O. J. A.—*Married Women's Property Act*, 1884.

Judgment was granted under Rule 80, O. J. A., in an action on a promissory note against one of the defendants, a married woman, where the marriage and the maturity of the note were before the Married Women's Property Act, 1884 (47 Vict. ch. 19 O.), following the case of *Burrill v. Tanner*, 13 Q. B. D. 691.* The same limitations as to execution were imposed as in *The Quebec Bank v. Radford*, *supra*, and in *Burrill v. Tanner*.

Lefroy, for the plaintiff.

Aylesworth, for the defendant.

* See also *Gloucestershire Banking Co. v. Phillips*, 12 Q. B. D. 533, and *Weldon v. Neal*, 51 L. T.

Ferguson, J.]

[March 30.]

BINGHAM V. WARNER.

Jury notice — Sec. 45 O. J. A.

In an action brought in the Chancery Division by a landlord against his tenant, the statement of claim prayed specific performance of a covenant to repair, or damages for breach of the covenant. A jury notice was served by defendant.

Held, that the action was in effect a common law action, notwithstanding the frame of the statement of claim, for specific performance of such a covenant would not be decreed, and the defendant was entitled under sec. 45 O. J. A. to the benefit of his jury notice.

Cattanach, for the plaintiff.

Hoyles, for the defendant.

Rose, J.]

[April 7.]

BAKER V. JACKSON.

Examination of witness de bene esse—*Ex parte order*—*Affidavit of information and belief*.

[An action in the Common Pleas Division.]

An *ex parte* order of a local judge for the examination of a witness *de bene esse* on the ground that he was dangerously ill and not likely to recover was affirmed on appeal.