

Action to have a certain marriage declared null and void under the provisions of 1 Geo. V. ch. 32.

After the judgment herein reported, 24 O. W. R. 714, the learned Judge heard the evidence of the defendant Carl Malot.

F. A. Hough, for plaintiff.

HON. MR. JUSTICE LENNOX:—Since the hearing at Sandwich I have heard the evidence of Carl Malot. I am not convinced that the facts in this case have been honestly or fully disclosed. I am very far from being convinced, assuming that I have jurisdiction, as to which I entertain the very gravest doubts, that upon the merits the plaintiff is entitled to relief. The story the parties relate is a most improbable one, and all things taken into account in this case I am not able to say that I believe it; and if I were making an order it would be adverse to the plaintiff's claim. In the opinion I have as to jurisdiction it is not necessary that I should give effect to my views as to the result of the evidence—the parties may be able to put it in a more favourable light at another time—I simply decline to make any order.

---

HON. SIR G. FALCONBRIDGE, C.J.K.B. JULY 8TH, 1913.

NEOSTYLE ENVELOPE CO. v. BARBER ELLIS LTD.

4 O. W. N. 1585.

*Patent—Action for Royalties—Patented Envelope—Non-Compliance with Postal Regulations—Substitution of Different Envelope—Refusal of Defendants to Accept—Failure of Consideration—Departure from Specification—Granting of Inconsistent Licenses—Dismissal of Action.*

FALCONBRIDGE, C.J.K.B., dismissed an action for royalties for the use by licenses of a patented envelope, holding that as the form of the envelope contracted for had been materially changed to comply with the postal regulations, the altered form was not the article contracted for and there was a failure of consideration.

Action brought on an agreement dated 26th September, 1910, whereby plaintiffs granted to defendants a license for eighteen years for the manufacture and sale of envelopes said to be covered by a certain patent of the Dominion of