

the objection as to the jurisdiction of the Superior Court might be raised on a subsequent appeal from a judgment on the merits.

Per GIROUARD, J.: The judgment of the Court of King's Bench was not a final judgment and consequently no appeal could lie to the Supreme Court of Canada.

Appeal quashed with costs.

Errol Languedoc, for motion. *Aylen*, K.C., contra.

EXCHEQUER COURT.

Burbidge, J.]

[March 5.

COPELAND-CHATTERSON v. HATTON.

Patent for invention—"Reasonable price"—Infringement resulting from breach of agreement—Infringement by inducing others to infringe.

Section 37 of the Patent Act (R.S.C. c. 61) provides, among other things, that the patentee must, within a certain time after the date of his patent commence and continuously carry on the manufacture of the invention patented in such a manner that any person desiring to use it may obtain it, or cause it to be made for him, at a reasonable price. For the plaintiffs it was contended that such price need not be a money price, but that conditions may be imposed, the value of which may constitute part or the whole of the price for which the thing covered by the invention is sold.

Heid, 1. That while there is nothing in the Act to prevent parties from entering into a binding agreement embodying such conditions, the patentee cannot prescribe his own conditions as part of such price and impose them upon all person who may desire to use the invention. The "reasonable price" mentioned in the statute means a reasonable price in money; and for such a price the purchaser is entitled in Canada to acquire the complete ownership of the thing that the patentee is bound to manufacture or permit to be manufactured in Canada.

2. The defendant H., having purchased a binder from the plaintiffs on the condition that it was to be used only with sheets sold or under the plaintiffs' authority, contrary to such condition used in the binder sheets supplied by the defendants