Patent — *Assignment—Re-assignment.*]—One C. assigned an undivided interest in a patent to B. with whom he entered into partnership. During the partnership B. retained the interest so assigned, and upon a dissolution re-assigned simply what he had received without giving any covenant and without asserting by recital or otherwise the validity of the patent:—Held, that B. was not estopped from disputing the validity of the patent. *Grip Printing and Publishing Co. of Toronto* v. *Butterfield*, 11 A. R. 145.

Patent—*Licensee Disputing Validity.*]—The holder of patents for improvements in certain agricultural implements agreed to assign to defendant the exclusive right to sell these implements, but not to manufacture them; and in certain contingencies he also agreed to assign the patents themselves. In fact the patents were invalid for want of novelty, and the defendant having reassigned any interest he had in the patents, claimed the right to manufacture the implements for his own benefit:—Held, that owing to the agreement between the parties, and their dealings with each other thereunder, the defendant was estopped from questioning the validity of the patents. *Gillies* v. *Colton*, 22 Gr. 123.

Patent—*Licensor Disputing Validity.*]—During the existence of a license the licensor cannot dispute the validity of a patent obtained by him, and afterwards assigned by him for value to another. *Whiting* v. *Tuttle*, 17 Gr. 454.

Payment into Court.]—To an action of indebitatus assumpsit, defendant pleaded, 1. As to all but £106 1s. 11d., non assumpsit. 2. As to £28 12s. 6d. parcel, &c., payment; as to £77 9s. 5d., residue, &c., payment into court. Plaintiff took issue on the first plea; traversed the payment alleged in the second; and as to the third plea, took out the money paid into court:—Held, that it was open to the plaintiff on the general issue to prove a charge not covered by the other pleas; and that the defendant, having sworn that he had paid in nothing on account of that charge, was precluded from shewing that the other items which the plaintiff was entitled to would not cover the money paid into court. *Taylor* v. *Flood*, 10 U. C. R. 458.

Proceeding at Law and in Insolvency.]—Certain debtors executed a deed of assignment for payment of creditors, but not in accordance with the Insolvent Act of 1864. The defendant, subsequently to this deed, issued a writ of execution against the debtors, and then took proceedings in insolvency, under the Act of 1864, against their estate, for the general benefit of creditors:—Held, affirming 16 C. P. 445, that the assignment was an act of bankruptcy and void, and could not be set up, on the issue joined, for any purpose; and that, therefore, the defendant, the execution plaintiff, though petitioner in insolvency, could, notwithstanding his proceedings in insolvency, founded on his judgment at law and the assignment, enforce his execution against the debtor's estate, to the postponement of the rest of the creditors. *Thorne* v. *Torrance*, 18 C. P. 29.

Recognizance—*Disputing Commissioner's Status.*]—Defendants, who had gone before one A., who was bonâ fide supposed to be a commissioner for the county of Lennox, and acknowledged a recognizance, were:—Held, not estopped from disputing the authority of A. as commissioner. *Macfarlane* v. *Allan*, 6 C. P. 496.

Reference.] — As to objecting to reference to a local master in chancery, on the ground of interest. See *Cotter* v. *Cotter*, 21 Gr. 159.

River Improvements—*Joint User.*]—Where a riparian owner of lands on a lower level had been permitted by the plaintiffs, for a number of years, to take water necessary to operate his mill through a flume he had constructed along the river bank, partly upon the plaintiffs' land, connecting with the plaintiffs' mill-race, subject to the contribution of half the expense of keeping their mill-race and dam in repair, and these facts had been recognized in deeds and written agreements to which the plaintiffs, and their auteurs, had been parties, the plaintiffs could no longer claim exclusive rights to the enjoyment of such river improvements or require the demolition of the flume notwithstanding that they were absolute owners of the strip of land upon which the mill-race and a portion of the flume had been constructed. City of Quebec v. North Shore R. W. Co., 27 S. C. R. 102, and Commune de Berthier v. Denis, 27 S. C. R. 147, referred to. *Lafrance* v. *Lafontaine*, 30 S. C. R. 20.

Solicitor — *Practising without Certificate —Allowing Name to Appear as a Member of Firm.*]—M., a solicitor who had not taken out the certificate entitling him to practise in the Ontario courts, allowed his name to appear in newspaper advertisements and on professional cards and letter heads as a member of a firm in active practice. He was not in fact a member of the firm, receiving none of its profits and paying none of its expenses, and the firm name did not appear as solicitors of record in any of the proceedings in their professional business. The Law Society took proceedings against M. to recover the penalties imposed on solicitors practising without certificate, in which it was shewn that the name of the firm was indorsed on certain papers filed of record in suits carried on by the firm:—Held, reversing 15 A. R. 150, that M. did not "practise as a solicitor" within the meaning of the Act imposing the penalties (R. S. O. 1877 c. 140), and that he was not estopped by permitting his name to appear as a member of a firm of practising solicitors, from shewing that he was not such a member in fact. *Macdougall* v. *Law Society of Upper Canada*, 18 S. C. R. 263.

Statutory Illegality.]—B. acted for the plaintiff, who owned a mare, which was matched to trot a race with another mare for $200 a side; and the match was made and the paper, stating the terms of it, signed by B., and by one C., who had no interest in the other mare. B. deposited $200 of the plaintiff's money with defendant as a stakeholder, for which the plaintiff sued:—Held, that the transaction was illegal, under 13 Geo. II. c. 19, C. not owning the horse to be run by him; and that the plaintiff was not estopped from shewing the other horse and the money to be his, for there could be no estoppel against shewing the illegality created by statute; and that he was entitled to recover. *Battersby* v. *Odell*, 23 U. C. R. 482.