REPORTS AND NOTES OF CASES.

Dominion of Canada.

SUPREME COURT.

Que.] [March 11.

ELECTRIC FIREPROOFING CO. OF CANADA *v.* ELECTRIC FIREPROOFING CO.

Contract—Assignment of patent rights—Implied warranty—Validity of patent—Novelty—Combination producing new and useful results.

Where no express agreement or special circumstances exist which might give rise to an implied warranty, an assignment of "all the right, title and interest" of the assignor in a patent of invention does not import any warranty on the part of the assignor as to the validity of the patent. Judgment appealed from, Q.R. 34 S.C. 388, affirmed.

Per IDINGTON, J.:—In the present case the patents were valid.

Appeal dismissed with costs.

Atwater, K.C., and *Duclos*, K.C., for appellants. *J. E. Martin*, K.C., for respondents.

Ont.] UNION BANK OF CANADA *v.* CLARK. [March 11.

Suretyship—Death of surety—Continuance—Powers of executors—Extension of time—Simple contract of suretyship—Release of one surety under seal—Confirmation of original contract.

C. and others executed an agreement not under seal, by which they undertook to guarantee payment of advances by a bank to an industrial company. The guarantee was to be continuing and the bank could deal with the securities for such advances as it saw fit, the doctrines of law and equity in favour of a surety not to apply thereto. One of the sureties wishing to be discharged, a document under seal was executed by the others for the purpose, and the parties thereby ratified and confirmed the said guarantee and agreed to be bound as if the discharged