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DECISIONS IN COMMERCIAL LAW.

FREEMAN V. ASMUS.—The Supreme Court of the United States holds that a re-issued patent is invalid where it is not for the same invention as the original patent.

DOUGAL V. MCCARTHY.—The English Court of Appeal gives the following judgment regarding overholding tenants under a yearly lease. The action was for rent. The landlord had let the demised premises for a year certain, at a rent payable quarterly in advance. The term expired on February 1st, but the tenants continued in possession beyond that date. On the 25th day of February the landlord wrote demanding a quarter's rent. The tenants did not answer this letter, but remained in possession, and on March 26th wrote the landlord to the effect that they intended to discontinue possession, and gave him notice that they would not continue the same beyond the period required under their agreement, but that they would be glad if he would take up the premises on the 14th May or even earlier. There was no claim for use and occupation, but the tenants were willing to pay for use and occupation up to May 14th. The court found that this evidence established that the tenants continued in possession with the consent of the landlord as his tenants, and that the presumption was that they did so on the terms of the expired lease, so far as applicable, as tenants from year to year, and must give half a year's notice of their intended discontinuance of possession.

LOVELL MANUFACTURING COMPANY V. CARY.—According to the Supreme Court of the United States, it does not amount to invention to discover that an old process is better in its results, when applied to a new working, than would have been expected, the difference between its prior working and the new working being only one of degree and not one of kind. The mere fact that one who uses a patented process finds it applicable to more extended use than has been perceived by the patentee, is not a defence to a charge of infringement. The public cannot be deprived of an old pro-

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cess because some one has discovered that it is capable of producing a better result, or has a wider range of use than was before known. The extent to which a patented device has gone into use is an unsafe criterion even of its actual utility; and while in a doubtful case the fact that a patented article has gone into general use is evidence of its utility, it is not conclusive even of that, much less of its patentable novelty. It is not a patentable invention to apply old and well known devices and processes to new uses in other and analogous arts. If an old device or process be put to a new use, which is not analogous to the old one, and the adaptation of the old process to the new use is of such a character as to require the exercise of the inventive faculty to produce it, such new use has the merit of patentability.

WASHINGTON AND GEORGETOWN RAILROAD COMPANY V. TOBRINER.—This decision of the Supreme Court of the United States lays down clearly some of the duties of a street railroad company to its passengers. It is the duty of a street railway company to safely carry and deliver the passenger, and in so doing not only to provide safe and convenient means of entering and leaving the cars, but to stop when the passenger is about to alight, and not to start the car until he has alighted. If the conductor of a street railroad car negligently fails to observe whether a passenger has alighted, or knowing that he has not, negligently starts the car too soon, and in consequence of that a sudden jerk of the car takes place and throws him down and is the immediate cause of his falling and injury, and the accident would not have happened but for that fact, such negligence as might be imputed to him in being upon the steps of the car cannot under the circumstances be properly held to have been contributory negligence. The duty resting upon a street railroad company is to deliver its passengers, and that involves the duty of observing whether he has actually alighted before the car is started again; the passenger is entitled to be delivered safely by being allowed to alight without danger.

COMMERCIAL NATIONAL BANK OF PENNSYLVANIA V. ARMSTRONG.—The following decision of the Supreme Court of the United States on the liability of a bank receiving commercial paper for collection is of interest. Where one bank transmits to another bank commercial paper for "collection," under an agreement by it to collect at par and remit the 1st, 11th, and 21st of each month, the relation between the two banks as to the uncollected paper is that of principal and agent; and if such paper has been sent by the agent bank to other banks for collection to which it is indebted, and the collections, when made, are entered on their books as a credit to such indebtedness before the insolvency of the agent bank is disclosed, they are to be considered as reduced to the possession and as having passed into the general funds of the agent bank, and the relation of debtor and creditor between the agent bank and the bank from which it receives the paper for collection is created as to such collections when they are fully made. Where a bank remits paper for collection to another bank, which latter bank sends it to other banks, its sub-agents, for collection, and then becomes insolvent, and the moneys arising from such collections are subsequently paid over by such sub-agent to the receiver of the insolvent bank, they are traceable as separate and specific funds, and the remitting bank is entitled to have them paid to it by such receiver out of the assets in his hands. Where a bank receives commercial paper as agent, the indorsement to it "for collection" is notice that its possession is that of agent and not of owner. Where one bank transmits to another bank commercial paper for collection indorsed "for collection" under an agreement by it to collect at par and remit the 1st, 11th, and 21st of each month, or at stated intervals, collections made by the latter bank during the intervals between the days of remitting are not under the agreement, and by the custom of banking, special deposits and the moneys thus received pass into the general funds of the bank to be used by it as other funds, and when the day of remitting comes the remittance is to be made out of such general funds.