the patent. There were two defendants one of whom alone had set up and established the alleged invalidity, the Court of Appeal had held that this defence could not enure to the benefit of the other defendant who had not pleaded it, but in this respect their judgment was reversed by their Lordships. On this point the Lord-Chancellor observes at p. 256: "In those cases where the particulars have been given by a defendant who had a right to give them, and where, as I have said, the plaintiff's case throughout is not a separate case against each of the defendants, but a common case against them both, it would be strange indeed if the statute (15 & 16 Vict. c. 83, s. 41) had required a Court of law declaring the patent invalid upon evidence properly received on behalf of the person who put in the particulars, at the same time to treat it as valid against the other *in pari casu*. I do not think there is anything in the words of the statute which really requires so unreasonable a conclusion to be arrived at."

MARINE INSURANCE—INSURABLE INTEREST.

The next case, *Inglis* v. *Stock* (10 App. Cas. 263), is upon a point of insurance law, and affirms the decision of the Court of Appeal (12 Q. B. D. 564). The facts of the case were, that one D. sold to B. 200 tons of sugar "f.o.b. Hamburg." B. sold S. the same quantity at an increased price, but otherwise on similar terms. D. also sold S. 200 tons upon similar terms. To fulfil these contracts D. shipped 390 tons in bags. Bills of lading were sent to D. to be retained until payment was made according to the terms of the contracts. S. was insured in floating policies upon "any kind of goods and merchandise" between Hamburg and Bristol. The ship sailed from Hamburg to Bristol and was lost. On receipt of news of the loss D. allocated 2,000 bags or 250 tons to B.'s contract and 1,900 bags to S.'s contract. The action was brought by S. on his policies, and it was held that the sales being "f.o.b. Hamburg" the sugar was at the respondent's risk after shipment, and that he had an insurable interest in it, and that the underwriters were therefore liable.

EXECUTION OF DEED OF ASSIGNMENT FOR CREDITORS—EFFECT OF NOTE APPENDED TO SIGNATURE.

The case of the *Exchange Bank of Yarmouth* v. *Blethen* (10 App. Cas. 293) is a decision of the Judicial Committee of the Privy Council on an appeal from the Supreme Court of Nova Scotia. The plaintiffs as creditors of a firm of Dennis & Doane had executed a deed of assignment made for the benefit of the creditors of Dennis & Doane who should execute the deed; the deed contained a release of all claims due by Dennis & Doane to the plaintiffs, but the plaintiffs had attempted to qualify their execution of the deed by appending a note that they executed only in respect of certain claims scheduled to the deed which did not include the notes on which Blethen the defendant was indorser, and on which the action was brought. It appeared that the plaintiffs had received a considerable sum by virtue of the assignment, and the question was whether the plaintiffs were bound by the deed, and it was held by the Committee, affirming the judgment of the Court below, that the note appended by the plaintiffs to the deed did not amount to a refusal to execute, and that the plaintiffs having received payment under the deed could not be heard to repudiate it, and deny their execution.

AGREEMENT BY PARTNER—HIS SHARE EQUIVALENT TO SHARE OF FIRM.

The only remaining case necessary to be mentioned here is that of *Marshall* v. *Maclure* (10 App. Cas. 325) in which it was held by the Judicial Committee, affirming the judgment of the Supreme Court of Victoria, that according to the true construc-