

gagees to advance any further portion of it. After the registration of the above mortgage for \$11,500, and before all the money thereby purported to be secured had been advanced, the plaintiff registered her mortgage of \$2000, and claimed priority over any subsequent advances made by the loan company after that date. The loan company had no actual notice of the plaintiff's mortgage, nor of the terms of the agreement of sale to Wilson.

Held, that the plaintiff was entitled to priority as claimed.

In such cases each new advance, whether in pursuance of a previous agreement or not, is a new dealing with the land, the acquisition of a new interest therein, and so comes within the provisions of the Registry Act, and under that Act the loan company were affected with notice of the registration of the plaintiff's mortgage.

Geo. Bell for the plaintiff.

Beverley Jones for the Canada Permanent Loan & Savings Company.

Hunter for the defendant Parsons.

BOYD, C.]

[Jan. 27.

NOXON v. NOXON.

Patent for invention—License—Part owner—Right to revoke agreement of license.

The defendants were licensees of a patent under an agreement whereby they had to pay certain royalties to the patentee, and in consideration thereof were empowered to manufacture the patented machine in question to the end of the term of the letters patent. Subsequently, the defendants became possessed of an undivided one-fourth interest in the patent, and they thereupon gave notice to the plaintiff, who was the holder of the patent and entitled to the benefit of the above agreement, that they would, after a day named, terminate the agreement and make no further payments for royalties, but would manufacture the machine in question as owners of an undivided one-fourth in the patent.

Held, that the defendants were entitled so to do.

If an interest is transferred in a patent, then it requires the consent of both parties to put an end to the transfer; but if the transaction is merely permission on certain terms to invade the monopoly, then the licensee may, at his option, renounce the license, and make the machine patented at his peril.

W. Cassels, Q.C., and Anglin for the plaintiff.

B. B. Osler, Q.C., and Arnoldi, Q.C., for the defendants.

Common Pleas Division.

MACMAHON, J.]

[Dec. 30, 1893.

RE STAVELY, ATTORNEY-GENERAL v. BRUNSDEN.

Illegitimacy—Evidence of sufficiency.

In answer to a claim of heirship of one S., a witness, who had known S. in England as a boy, before he came to Canada, said that S. had always been