DECISIONS IN COMMERCIAL LAW.

DUNRAVEN (EARL) v. CLARKE. "THE SATANITA."—The owners of yachts on entering them for a race undertook to obey and be bound by certain special rules while sailing under the entry. One of the special rules provided that any yacht disobeying or infringing any of them should be liable for all damages arising therefrom. In consequence of a breach of the rules committed by one of the competing yachts, a collision occurred which resulted in the loss of another of the yachts. The Court of Appeal in England decided that the owners had entered into a contract by which each promised the others that he would be liable to them for all damages consequent upon any breach of the rules committed by him; that the expression "all damages" was to be interpreted according to the ordinary meaning of the words; that the effect of the rule was that the owners had contracted themselves out of the Merchant Shipping Amendment Act, and that the liability of the owner of the offending yacht was not limited to £8 a ton, as provided by that statute.

Re GRANT.—Under the revised Ontario Act to secure to wives and children the benefit of life insurance, as amended by late legislation the insured has no power to declare by his will that others than those for whose benefit he has effected the policy or declared it to be, shall be entitled to the insurance money, nor to apportion it among other than those for whose benefit he has effected the policy or declared it to be. This is the tenor of a decision of the Court of Chancery.

SCOTTISH AMERICAN INVESTMENT COMPANY v. SEXTON.—On an application to a company for a loan on seven dwelling houses, it was agreed that the houses were to be completed, including furnaces, before the money should be advanced. The houses were completed and the furnaces put in before the money was advanced, and a mortgage taken. After the mortgage was given, the mortgagor removed five of the furnaces and put them in other houses belonging to another person, and proposed to remove the other two. The Court of Chancery decided that, as between the mortgagor and the company, the furnaces were part of the freehold; that the company was the owner, and the wrongful taking away by the mortgagor would not enable him to pass title, even to an innocent purchaser, for value; and injunctions were granted restraining the removal of the two not removed, and ordering the delivery up of the five removed.

BROWN v. SPILMAN.—Petroleum gas and oil belong to the owner of the land and are part of it, so long as they are on it or in it, or subject to his control, but when they escape and go into other land, or become under another's control, the title of the former owner is gone. If an adjoining owner drills his own land and taps a deposit of oil or gas, extending under his neighbor's field, so that it comes into his well, it becomes his property, according to the Supreme Court of the United States. A lease of forty acres for the purpose of boring and piping for oil and gas, excepting ten acres upon which no well shall be drilled without the lessor's consent, gives all the gas and oil under the forty acres, and forbids only the drilling of wells on the ten acres without such consent.

COUPE v. ROYER.—According to the Supreme Court of the United States, the patentee of a machine that will not do what it is intended to do, cannot sustain an action against one who is shown to use a successful and operative machine. The principle of construction applicable to a patent is that such construction must be in conformity with the self-imposed limitations which are contained in the claims. In an action for the infringement of a patent, it is for court to define the patented invention as indicated by the language of the claims, and the jury are to judge whether the invention so defined covers the art or article employed by the defendant. In equity the complainant in an action for the infringement of a patent is entitled to recover such gains and profits as have been made by the infringer from the lawful use of the invention, and where the injury sustained is greater than such profits the damages he has sustained, in addition to the profits received. At law the plaintiff in an action for the infringement of a patent is entitled to recover, as damages, compensation for the pecuniary loss he has suffered from the infringement, the measure of recovery being not what the defendant has gained, but what plaintiff has lost.

REGINA v. GOLDSTAUB.—The prisoner was tried on an indictment containing three counts, two for setting fire to a building, and the third for having unlawfully concealed a large number of goods specified in the indictment, being goods capable of being stolen and being the property of the prisoner, for a fraudulent purpose, to wit, for the purpose of obtaining from certain insurance companies insurance money upon the goods as if they had been destroyed by fire, and of then keeping the goods for his own use. The prisoner was found not guilty upon the first two counts, but was convicted upon the third count, subject to the opinion of the full court upon a question reserved. The goods in question were inanimate and movable things the absolute property of the prisoner, part of his stock in trade, and of the property insured by the insurance companies. These companies had not any property or interest in the goods or in any of them save as such insurers. The Judge found that the prisoner concealed the goods with the intent of keeping them for his own use and of obtaining from the insurance companies the full amount of the insurance moneys, and he found as a fact that the purpose of the prisoner was a fraudulent purpose. And the Court of Queen's Bench of Manitoba held that the question must be answered in the affirmative and the conviction sustained. The section was intended to cover every case, the case of another's goods, and the case of the owner's goods.