PATENT—UTILITY.

Welsbach Incandescent Light Co. v. *New Incandescent Lighting Co.* (1900) 1 Ch. 843, was an action to restrain the infringement of the plaintiff's patent. The defendant, besides denying the alleged infringement, pleaded that the defendant's patent was not useful. The patent in question was granted in respect of the application of thorium in the manufacture of mantles for gas lights. It was claimed that this material used alone gave greater rigidity to the mantles, and when mixed with other ingredients gave them greater flexibility than had been obtained by any methods previously in use. Buckley, J., who tried the action, held that a very small amount of utility is sufficient to support a patent and that in this case the suggestion to the public of this rare earth as a means to an end, and giving a useful choice of another substance to be used in making the mantles, was sufficient evidence of utility and he therefore overruled this defence.

INSURANCE—REPUDIATION BY ASSURER OF LIABILITY—ACTION FOR DECLARATION OF LIABILITY.

Honour v. *Equitable Life Assurance Society* (1900) 1 Ch. 852, was a somewhat unusual action. One Powis had effected a policy of insurance on his own life with the defendant company, which he had assigned to the plaintiff. After two premiums had been paid the defendants refused to receive any further premium and repudiated any liability on the policy. The plaintiff commenced the action in the lifetime of Powis, and claimed a declaration that the policy was valid and binding on the defendants, and for an injunction to restrain them from repudiating it. The defendants contended that the action would not lie, and that until the death of Powis the Court should make no declaration as to whether the policy was valid or not, and they contended that the plaintiff's only remedy was to bring an action for damages. Buckley, J., who tried the case, although agreeing that the action could not be maintained, thought that the plaintiff ought not to be prejudiced by the defendants' refusal to accept the premiums, and he therefore, as a condition of dismissing the action, required an undertaking from the defendants that in case an action should thereafter be brought on the policy the defendants would not rely on the non-payment of premiums as a defence. Subsequently, on the plaintiff submitting to be examined as a witness, the objection to the form of the action was withdrawn and the case heard on its