

PATENT—REVOCATION FOR NON-MANUFACTURE WITHIN UNITED KINGDOM—THREAT OF ACTION FOR INFRINGEMENT—EXCUSE FOR NON-MANUFACTURE—PATENT ACT, 1907 (7 EDW. VII. c. 29), ss. 24, 27—(R.S.C. c. 69, s. 38).

*In re Taylor's Patent* (1912) 1 Ch. 635. In this case the appellants were the owners of an English patent of invention issued in 1904. The Eriths Engineering Company were owners of another patent of which the appellants' patent was declared by a United States court to be an infringement. The appellants had made efforts to exploit their patent in England, but had been deterred by threats of the Eriths Engineering Company to bring an action for infringement, from proceeding to manufacture their patented article in England. In 1910 the Eriths Engineering Company applied to the Controller-General to revoke the appellants' patent for non-manufacture in England under s. 27 of the Patent Act (7 Edw. VII. c. 29) (see R.S.C. c. 69, s. 38), and the application was granted, but Parker, J., on appeal held that the threat of action was a sufficient excuse, and he cancelled the revocation.

TRADE MARK—REGISTRATION—DISTINCTIVE MARK—LETTERS—"W. & G."—MOTOR CABS—TRADE MARKS ACT, 1905 (5 EDW. VII. c. 15), s. 3; s. 9(5) (R.S.C. c. 71, s. 11).

*In re Du Cros* (1912) 1 Ch. 644. This was an application on the part of the owners of motor cabs to register the letters W. & G. in two forms, one in running hand with an exaggerated tail to the G., and the other in ordinary block letters. The registrar refused the application, and Eve, J., affirmed his decision; but the Court of Appeal (Cozens-Hardy, M.R., and Moulton, and Farwell, L.J.J.) held that the applicant should be allowed to proceed towards the second stage, with regard to the script mark, when after advertisements had been issued and opponents heard, the registrar would be in a better position to decide whether registration of that mark should be permitted. The court were somewhat divided in opinion. Farwell, L.J., was doubtful whether the application should be allowed to proceed even as to the first mark; whereas Moulton, L.J., considered it ought to be allowed to proceed as to both.

PARTNERSHIP—BUSINESS PREMISES OWNED BY PARTNER—NO SPECIAL PROVISION AS TO TENANCY—RENT TO BE PAID OUT OF PROFITS—IMPLIED TENANCY—TENANCY DURING CONTINUANCE OF PARTNERSHIP.

*Pocock v. Carter* (1912) 1 Ch. 663. A partnership was