

had been made too late, the patentee would not have surrendered his original patent, and would still have the benefit of it, whatever that might be. But if the rule is enforced by a Court very grave injustice may be done. Take, for illustration, a case in which there was a perfectly good and valid patent, but which was deemed defective or inoperative for some reason. The question whether it was defective or not might be a very abstruse and difficult question. The Commissioner deems it to be defective, and though a long time has elapsed he accepts the surrender of the original patent, one which was in fact good and valuable ; and causes a new patent to be issued. Later the reissue comes in question in the Court (and the more valuable the patent is the more likely it is to be infringed and to be brought into question), and the Court says to the patentee : ' You were too late in making your application to the Commissioner for the reissue, and for that reason, and that reason only, we refuse to sustain the new patent, notwithstanding that the legislature has not imposed any such terms or conditions upon you or the Commissioner ; and notwithstanding that we are not able to restore to you the use and benefits of your surrendered patent.' That is a rule that I should not care to adopt or follow unless compelled to do so by the clearest authority."

CHARLES MORSE.

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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PROBATE—ADMINISTRATION WITH WILL ANNEXED—ADMINISTRATION BOND—LIMITED COMPANY ACCEPTED AS SOLE SURETY.

In the Goods of Hunt, (1896), P. 288, a trust company was appointed by a testator executors of his will. The company, which was a limited joint stock company, appointed their manager under their seal to obtain administration with the will annexed, and tendered the company as sole surety to the administration bond. Barnes, J., to whom the matter was referred by the Registrar, held that administration with the will annexed might properly be granted to the manager as the company's nominee, and that the company should be accepted as sole surety to the bond. One would almost have thought that the bond under the circumstances might as well have been altogether dispensed with.