

decided affirming the validity of a patent and follow the Court of Appeal in refusing to disturb a decision in the Exchequer Court.

Earlier and later American cases commented on. *Toronto Auer Light Company (Ltd.) v. Collins*, 18.

2. *Subsequent Patent—Improvement on First Patent—Assignee of First Patent—Rights of.*—The defendant and another, who had acquired by assignment from the inventor a patent for making fuel from garbage, etc., assigned to the plaintiff one-third interest therein and all improvements and amendments thereto, it being also contemplated that the invention could and would be utilized for making gas. The defendant subsequently procured a patent for making gas from such garbage, etc., the ingredients used in the production under the second patent being the same or the equivalents of those used under the first patent, any alleged change therein being designed merely to enable the defendant to appear to employ different materials, while in substance and effect the same; his dealings also with the plaintiff, after he had procured the second patent were on the footing that the plaintiff was to have the same interest therein as in the first patent.

A claim by the plaintiff that

he was entitled to the benefit of the second patent as an improvement within the meaning of the first patent under the terms of the assignment was upheld.

It was not necessary that the second patent should have been an infringement of the first one to enable the plaintiff to claim it as an improvement, the word "improvement" within the meaning of the assignment not being used in a technical sense nor as having any defined legal meaning, but according to its popular use, for the parties were dealing not with a particular composition described in the first patent but with the development of the central idea underlying it. *Watson v. Harris*, 134.

PENALTY.

See CONTRACT, 1.

Breach of Fire Limits By-law.—Right of Action.—See MUNICIPAL CORPORATIONS, 3.

POLICE MAGISTRATE

"Police Office"—*Municipal Corporation—Accommodation—Stationery.*—The police magistrate of a town cannot require the municipal corporation to provide facilities for the transaction of business not strictly appertaining to his office of police magistrate, such as business relating to an adjoining county of which he is a justice

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