

to appoint a receiver in a case where, prior to those Acts, no court had power to grant such relief. Prior to the Judicature Acts the court helds such rights could not be made available in execution, neither can they now, because a patent of invention is a mere chose in action and entirely distinct from the right of property in a chattel created under it, and a chose in action is not exigible, except in the case of debts which are expressly made liable to attachment. As Williams, L.J., points out, a patent merely confers a right to prevent others from manufacturing. In Ontario the Provincial Legislature has anticipated the difficulty shewn to exist at law in the way of realizing on such rights of property, and has expressly made patent rights saleable in execution by the sheriff: 9 Edw. VII. c. 47, s. 16.

SHIP—CHARTER-PARTY—"READY FOR LOADING"—DISCHARGE OF PREVIOUS CARGO—CANCELLATION OF CHARTER-PARTY.

*Lyderhorn v. Duncan* (1909) 2 K.B. 929 is a case in which the construction of a charter-party was in question. The charter-party, dated November 15, 1907, provided that the plaintiff's vessel "Sydenham" should proceed to Iquique and Caleta Buena, and there receive a full cargo of nitrate of soda. Twenty-five lay days were to be allowed the charterers for loading the ship and for awaiting orders from abroad. The lay days were to be reckoned from the day after the master should give notice to the charterers' agents that he was ready to receive the cargo, and not to commence before January, 1908, at the respective ports and to cease when he should give the master notice that he was at liberty to proceed to sea. It also provided that stiffening of nitrate should be supplied by the charterers at Iquique as required, but not before Dec. 10, on receipt of 48 hours' notice from the master of his readiness to receive the same. Should the vessel not have arrived at the loading port and be ready for loading, in accordance with the charter, on or before January 31, 1908, the charterers were to have the option of cancelling the charter. At the date of the charter-party the vessel was discharging a cargo of coal at Caleta Buena, and it was intended to complete her discharge at Iquique. She arrived at Iquique on December 13, and by January 27, 1908, had discharged as much of her cargo of coal as could safely be unladen without some stiffening. The master therefore gave notice to the charterers' agents that he required 700 tons of nitrate for stiffening, but they refused to supply it unless he would agree to re-deliver it if the