But, says the complainants, although it is true that a "tube" is defined to be a hollow cylinder, yet it is generally used to convey water, and is called a water pipe In addition, the Boston Belting Co. pay a tariff of but two cents; whereas, the complaining corporation pay three cents, and therefore ought to have a monopoly of making rollers.

The perfect answer to this is, that the complainants have no patent or exclusive monopoly of making rollers of vulcanized rubber. Goodyear, by virtue of his patent, might have manufactured it all himself, and sold it for such price as he could get; but his patent gives him no power to control the use which persons who purchase may make of it. Vulcanized rubber may be applied to a thousand purposes, from a tube to a steam engine, but this patent gives no power to the patentee to parcel out his one monopoly into a thousand monopolies. He may make any covenant he pleases with his licensees, and by that means may dispose of his special licenses to great profit, but he cannot compel the public to notice or regard such agreements, or the rights conferred or reserved by them. If his licensees do not perform their agreements, his remedy is by action against them on his covenants, and not by recourse to a chancellor to restrain third persons who have purchased vulcanized rubbers from his licensees from using it, when it is their's, for any purpose they please.

The bill does not complain that the machines sold by defendants are made out of rubber purchased from one who has perverted the patented process, but that the manufacturer who made them did not buy them from the complaining corporations on whom Goodyear assumes to have the power of conferring a monopoly to apply his rubber to that purpose. But the patent conferred no such power on him or them. Every person who pays the patentee for a license to use his process becomes the owner of the product, and may sell to whom he pleases, or apply it to any purpose, unless he bind himself by covenants to restrict his right of making and vending certain articles that may interfere with the special business of some other licensees. The contrivance of the patentee to destroy competition may be valid, but the covenant binds only the parties to it. If a stranger purchase the product from one licensed to use the process, he need look no further, and may use use it for his own purposes, without inquiring for or regarding any private agreement of licensers not to compete with one another.

In conclusion, the right of the Boston Belting Company to use the process in their manufacture of belting, packing, hose, pipe and tubing, is admitted. Consequently that company may sell their manufactures to whom they please, without inquiring the purpose of the purchaser, or imposing any condition on him as to how he shall use his own property.

As a corollary from these propositions, it follows that Colley & Co. may convert any of those articles, when purchased by them, into rollers for their wringing machines, without infringing the rights of the complainants, whose arrangements to create a monopoly cannot affect the right of Colley & Co. to do as they please with that which is their own.

Injunction refused, with costs.

GENERAL CORRESPONDENCE.

Master and Servant—Misconduct of Servant.

To the Editors of the Law Journal.

Gentlemen,—Magistrates in new counties being frequently at a loss for advice upon questions pertaining to their duty, may I take the liberty of asking your opinion upon the following case, which came before us:—

A. summonses B. to appear before magistrates. In evidence it appears that A. was engaged by B. to work for five months for a stipulated sum. A. serves a portion of the time, and then, without leave, absents himself from the employment of B. Is the contract violated? and is B. bound to pay A. for the term of time he has served?

I am, Gentlemen, yours respectfully, C.

Southampton, 23rd Dec., 1861.

[Upon the facts stated by our correspondent, we are of opinion not only that A. has no right to recover against B. for the portion of time mentioned, but that, under sec. 4 of Consol. Stat. U. C., cap 75, A is liable, upon complaint of B., to be punished for leaving B.'s service before the expiration of his term of engagement.—Eds. L. J.]

Re Copyright—10 and 11 Victoria, chapter 28.

To the Editors of the Law Journal.

Dear Sirs,—I believe your informant is in error. The Provincial Act 10 & 11 Vic., cap. 28, was not disallowed, and is rightfully incorporated in cap. 31 of Con. Stat, Can. There can be only two sources of *good authority* as to the disallowance of an Act—a Proclamation, or a Message to the Provincial Parliament. In this case there is neither. But there is, in the Appendix to the Journals of the Legislative Assembly for 1849, letter N, a despatch from Lord Grey of 7th July, 1848, about this Act, wherein his Lordship says he "hopes the Legislature of Canada will adopt the same principle of justice towards British authors as the Legislature of New Brunswick," &c. This was done by the 13 & 14 Vic., cap. 6, (sanctioned by the Queen in Council, 3rd May, 1851) under which a duty is levied on reprints of British works, and the proceeds remitted for the authors. But the 10 & 11 Vic., cap. 28, remains in force for those British authors who choose to avail themselves of it, by printing their works in Canada, and so getting the benefit of our Copyright law, instead of the protection of the duty on Foreign reprints, under 13 & 14 Vic., cap. 6. This latter may be generally preferred on account of the obligation to reprint in Canada, in order to obtain the former; but it is easy to conceive that cases might arise where the right given by 10 & 11 Vic., cap. 28, would be more valuable and effective.

I am, dear Sirs, very truly yours,

G. W. Wicksteed.

Quebec, 27th Dec., 1861.

[We thank Mr. Wicksteed for his communication. He is certainly at issue with the gentleman who gave us the information upon which our remarks in our last number were based. We shall be glad to hear from that gentleman in reply to Mr. Wicksteed's communication.—Eds. L. J.]

MONTHLY REPERTORY.

L. C. & L. J. *Feb.* 9.

Life Association of Scotland v. Siddall.

Cooper v. Greene.

Express trust—Trustee de son tort—Reversionary interest—Length of time—Acquiescence.

A trustee *de son tort* is an express trustee, and the lapse of more than twenty years does not bar a *cestui que trust* of a fund which has been misapplied, of his remedy against such a trustee.