

running along the sides of the car over the windows; and, third, the mirror over the driver's head, to enable him to see the interior of the car without turning around. The court holds that these improvements, so far as they embodied any patentable device, had all been anticipated by other persons before the patents here in controversy were issued, and that such patents were consequently void.

CONTRACT IN RESTRAINT OF TRADE.—In the case of Johnson et al. vs. Gwin et al., decided by the Supreme Court of Indiana on February 20, it appeared that the appellees and one Hirschman purchased the stock and fixtures of a livery-stable from the appellants, the latter at the same time executing a contract under a forfeiture of \$2,500 not to start in business at such stand while the appellees' lease ran, or while they and Hirschman remained in business. In the suit involving the validity of this contract, the court held that the restraint of trade imposed by the contract was not unreasonable, and was not more extensive than the appellees had a right to require for their protection; that the adequacy of the consideration of the contract could not be inquired into, it being sufficient if there was a valuable consideration. The court said that it was not essential to the validity of the restraint that the lease should be transferred, or that the business should be continued by the purchasers in their leased premises, or that there should be a sale of the good-will. In such a case it was not necessary for the complaint to show any special damages. The amount stipulated stood as a continuing security against the opening of the rival business. It was not a penalty, but constituted liquidated damages.—*Bradstreet's*.

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Dissolution of Partnership.

Notice is hereby given that the partnership heretofore existing between us, the undersigned, as

WOODS OVENS AND CO.,

in the city of Winnipeg, has this day been dissolved by mutual consent.

All debts owing to the said partnership are to be paid to Messrs Woods & Co., of the said city of Winnipeg, merchants, who will pay all debts due by said firm.

Dated at Winnipeg this seventh day of February, A.D. 1885.

Witness—
J. W. WILSON.

A. WOODS,
JESSIE OVENS,
W. J. OVENS,
ELIZABETH WOODS.

The above-mentioned business heretofore carried on under the name of Woods, Ovens, & Co. will be continued by the undersigned,

WOODS & CO.

Winnipeg,
7th February, 1885.

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