

the costs of the application, and giving security for further costs. *Cassanova v. Regina*, Law Rep. 1 P. C. 115.

*Letters Patent—Prolongation of Term.*—To entitle a patentee to a prolongation of the term of Letters Patent, he must satisfactorily establish the amount of his profits.—A patentee did not manufacture or sell the patented article (ship anchors), but granted licenses to ironsmiths to manufacture, from whom he received royalties. On an application by him for an extension of the term of the Letters Patent, on the ground of inadequate remuneration, the accounts produced of his own expenditure in carrying on the patent being unsatisfactory, and no accounts given of the profits derived by the licensees, a prolongation of the Letters Patent was refused; first, as the patentee's accounts were unsatisfactory; and, secondly, from the patentee having so dealt with his patent rights as to deprive him of the power of showing the amount of profit derived from the working of the patent. *In re Trotman's Patent*, Law Rep. 1 P. C. 118.

*Sale of Hull of stranded Ship by auction—Variation of Conditions of Sale—Re-sale.*—

Action to recover the difference between the original price bid at public auction, and the sum realized upon a re-sale, for the hull of a stranded vessel, sold by the master and purchased by the defendant, upon conditions of sale, which were appended to the memorandum of purchase, and signed after the sale by the defendant's agent on his behalf; which conditions differed materially from those appended to the catalogue of sale, and which were the conditions read out at the auction. The defendant paid the deposit upon the terms of the conditions of sale read at the auction, and took possession of the vessel, without having any formal transfer made to him. The vessel was laden with rice, and was soon afterwards, by order of the Board of Health, destroyed as a nuisance. The defendant having declined to complete the purchase, the vendor resumed possession of the vessel, and re-sold it at a loss. The form of the action was by libel, according to the Roman-Dutch law. The defendant in his answer, among other defences, denied that he had purchased under

the conditions appended to the memorandum of sale, and prayed the dismissal of the action with costs; and in reconvention, for payment of the amount of the deposit and damages he had sustained, to the amount of £1,000, for loss of profits and advantages from the vessel, her tackle and implements. The judgment of the District Court was in favour of the plaintiff, the judge of that Court being of opinion, that the defendant purchased on the conditions of sale appended to the memorandum of purchase, and that, according to those conditions, the plaintiff had rightly resumed possession and re-sold the vessel. The Supreme Court (of Ceylon) reversed that judgment, and ordered judgment to be entered for the defendant, being of opinion that the plaintiff having founded his claim upon an agreement which gave, among other things, a right of re-sale, with conditions different from those read at the auction, and having, in consequence, repossessed himself of the vessel and re-sold her, had thereby deprived himself of the right to recover from the defendant, and awarded the defendant the damages claimed by his answer:—*Held*, by the Judicial Committee, 1st, that though the merits of the case were with the plaintiff, neither the judgment of the District or Supreme Court could be sustained, as there was no other agreement between the parties than the one founded on the conditions read out in the auction room at the sale; and that the plaintiff, having sued upon a different contract, was not entitled to recover, and ought to have been non-suited; and, 2nd, that in the absence of any evidence of damage, the defendant was not entitled to judgment for damages:—*Held*, further, that although the act of the plaintiff, in retaking the hull of the ship and selling her was wrongful, and entitled the defendant to bring an action of trover, it did not amount to a decision of the contract. If before actual delivery, the vendor re-sells the property while the purchaser is in default, the re-sale will not authorize the purchaser to consider the contract rescinded, so as to entitle him to recover back any deposit of the price, or to resist paying any balance which may be still due. The rule applies where there has been a delivery, and the vendor afterwards takes