DECISIONS IN COMMERCIAL LAW.

LEGGETT v. STANDARD OIL COMPANY.—Letters patent granted to Leggett for an improvement in lining oil barrels with glue, are void for want of invention, according to the Supreme Court of the United States. An expansion of the claims in order to embrace an invention not specified in the original patent renders the re-issue invalid. The invalidity of a new claim in a re-issued patent does not impair the validity of the original claim, which is repeated and made the first claim of the re-issued patent. A promise by defendant not to use a process without the consent of the inventor creates no estoppel against the defendant from questioning the validity of a patent for the process which was not then in existence, and which the defendant did not know was to be claimed as an invention. A lapse of time such as the statute of limitations interposes shows such laches as will preclude any right of relief. A party's poverty or pecuniary embarrassment is not a sufficient excuse for postponing the assertion of his rights.

DALZELL v. THE DUEBER WATCH CASE MANUFACTURING CO.—An oral agreement for the sale and assignment of the right to obtain a patent for an invention is not within the statute of frauds nor within the statute requiring assignments of patents to be in writing, and may be specifically enforced in equity upon sufficient proof thereof, says the Supreme Court of the United States. A manufacturing corporation which has employed a skilled workman for a stated compensation to take charge of its works and to devote his time and services to devising and making improvements in articles there manufactured, is not entitled to a conveyance of patents obtained for inventions made by him while so employed, in the absence of express agreement to that effect. An unconscionable contract between employer and employed will not be specifically enforced in favor of the former against the latter. A court of chancery will not decree specific performance unless the agreement is certain, fair and just in all its parts.

DYER v. TOWN OF PORT ARTHUR.—This is interesting as evidencing what the effect is of confirming, as is so frequently done now, by the Local Legislature, municipal by-laws. The corporation of the town of Port Arthur passed a by-law entitled "A by-law to raise the sum of $75,000 for street railway purposes and to authorize the issue of debentures therefor," which recited, *inter alia*, that it was necessary to raise said sum for the purpose of building, &c., a street railway connecting the municipality of Neebing with the business centre of Port Arthur. At that time a municipality was not authorized to construct a street railway beyond its territorial limits. The by-law was voted upon by the ratepayers and passed, but none was submitted ordering the construction of the work. Subsequently an Act was passed by the Legislature of Ontario in respect to the by-law, which enacted that the same "is hereby confirmed and declared to be valid, legal and binding on the town . . . And for all purposes, &c., relating to or affecting the said by-law, any and all amendments of the Municipal Act . . . shall be deemed and taken as having been complied with." Held by the Supreme Court of Canada that the Act did not dispense with the requirements of ss. 504 and 505 of the Municipal Act requiring a by-law providing for construction of the railway to be passed, but only confirmed the one that was passed as a money by-law.

O'CONNOR v. NOVA SCOTIA TELEPHONE COMPANY.—The Act of the Nova Scotia Legislature vesting the title to highways and the lands over which the same pass in the Crown for a public highway, does not apply to the City of Halifax. The charter of the Nova Scotia Telephone Company authorized the construction and working of lines of telephone along the sides of, and across under, any public highway or street of the City of Halifax, provided that in working such lines the company should not cut down or mutilate any trees. Held by the Supreme Court of Canada, that the owners of private property in the city could maintain action for damages against the company for injuring ornamental shade trees in front of their property in working the telephone line.

WISNER v. COULTHARD.—In an application for a patent the invention claimed was "in a seeding machine, in which dependent drag-bars are used, a curved spring tooth, detachably connected to the drag-bar, in combination with a locking device arranged to lock the head block to which the spring tooth is attached, substantially as and for the purpose specified." In an action for infringement of the patent it was admitted that all the elements were old, but it was claimed that the substitution of a curved spring tooth for a rigid tooth was a new combination, and patentable as such. Held by the Supreme Court of Canada that the alleged invention being the mere insertion of one known article in place of another known article, was not a patentable matter.

PLUMMER v. CALDWELL.—P. endorsed a promissory note for the accommodation of the maker, who did not pay it at maturity, but, having been sued with P., he procured the latter's endorsation to another note, agreeing to settle the suit with the proceeds, if it was discounted. He applied to a bill broker for the discount, who took it to M., a solicitor, between whom and the broker there was an agreement by which they purchased notes for mutual profit. M. agreed to discount the note. M.'s firm had a judgment against the maker of the note, and an arrangement was made by one of the firm with the broker by which the latter was to delay paying over the money so that proceedings could be taken to garnish it. This was carried out; the broker received the proceeds of the discounted note; and, while pretending to pay it over, was served with the garnishee process and forbidden to pay more than the balance after deduction of the amount of the judgment and costs; and he offered this amount to the maker of the note, which was refused. P., the endorser, then brought an action to restrain M. and the broker from dealing with the discounted note and for its delivery to himself. Held by the Supreme Court of Canada that the broker was aware that the note was endorsed by P. for the purpose of settling the suit on the former note; that the broker and M. were partners in the transaction of discounting the note, and the broker's knowledge was M.'s knowledge; that the property in the note never passed to the broker, and M. could only take it subject to the conditions under which the broker held it; that the broker not being the holder of the note, there was no debt due to him from the maker, and the garnishee order had no effect as against P.; and that the note was held by M. in bad faith, and P. was entitled to recover it back.

—The Comptrollers of Customs will, it is announced, hold a session in the Niagara district some time in the second week in October.