

3rd. The link straps and grips to hold the saw tooth joints in connection with the back-bone, at the centre of grade timbers.

4th. The derrick posts with back stays and turn buckles and swinging gaff to support the wings carrying elevators.

5th. A solid bottom constructed of timber 5x12, on its edge, secured by iron bolts.

6th. The pockets, twenty-four inches deep, so constructed as to receive the wings carrying the elevators, thus cleaning bridge guards, target posts and all platforms, also the doors of the roundhouse.

7th. The swivel hatches on deck in rear of pilot house, to support the tops of the wings and to be adjusted from within the pilot house by five single shive blocks.

8th. On the truck frames, the double-bearing journals, one being on the inside of the wheel and one on the outside, thus enabling the forward truck to withstand a pressure of one hundred tons. Also pipe boxes, double housings, with curving wheels.

9th. The male and female double flange couplings, centre plates being safe to run without the ring pin.

10th. There is also a difference in the machinery constructed to carry wings and elevators.

While his claims for the first plough are: (1) Twelve-inch sponging on the sides. (2) Oscillating power bar. (3) Circular socket joint.

Belyea, for defendant, contended the defendant's second plough was not an infringement of the first one; and, therefore, that the defendant was not accountable to the plaintiff.

Weldon, Q.C., and *McLean*, for the plaintiff, contended that it was a matter of construction of the agreement, and that the principle of infringement was not applicable.

Held, That the fair construction of the agreement was that the plaintiff was to have one undivided half in any patent the defendant might obtain for an improvement on the "Eagle Wing" snow plough, and, therefore, it was immaterial whether or not such patent was an infringement of a former one.

Decree for plaintiff.

Province of Nova Scotia.

SUPREME COURT.

[Owing to the difficulty which our reporter has experienced in obtaining convenient access to written judgments of the Nova Scotia Court, en banc, we have so far been unable to furnish many notes of these decisions. We confidently expect that the difficulty will be shortly removed, and that henceforth we shall be able fully to carry out our intentions in this respect. We have received a number of Chamber cases, which, however, are too late for this issue, but will appear in our next.—ED. C. L. J.]