

PATENT—EXCLUSIVE LICENSE—IMPROVEMENTS ON PATENT MADE BY LICENSEE—
REVOCATION OF LICENSE—NON-PAYMENT OF ROYALTY—INJUNCTION.

In *Guyot v. Thomson*, (1894) 3 Ch. 388; 8 R. Dec. 208, the plaintiff had, in consideration of a lump sum and an agreement to pay a royalty, obtained from the defendant an exclusive license to manufacture and sell articles manufactured according to a patent owned by the defendant. The plaintiff was also empowered to grant sub-licenses, with power to revoke them; but no power of revocation was reserved to the defendant. The plaintiff made certain improvements in the patented invention and the articles he made and sold had these improvements. Disputes arose between the plaintiff and defendant in consequence, the latter claiming that the improvements were not improvements, but the contrary, and the plaintiff refused to pay the royalty. The defendant then purported to revoke the license to the plaintiff, and notified the customers of the plaintiff that the articles made by the plaintiff were not made according to the defendant's patent, but were spurious imitations thereof. The plaintiff claimed an injunction to restrain the defendant from revoking the patent, and from representing that the plaintiff's articles were not made according to the patent. The defendant counterclaimed for the royalties in arrear. Romer, J., held that the license was not revocable, and that the plaintiff was entitled to an injunction as claimed, and that the defendant was also entitled to succeed on his counterclaim for the royalties, and this decision was affirmed by the Court of Appeal (Lindley, Lopes, and Davey, L.JJ.).

CO-SURETIES, RIGHTS OF, INTER SE—PAYMENT OF WHOLE DEBT BY CO-SURETY—
ASSIGNMENT OF PRINCIPAL DEBT TO CO-SURETY—PROOF OF CLAIM BY SURETY
AGAINST ESTATE OF CO-SURETY—MERCANTILE LAW AMENDMENT ACT (19 & 20
VICT., c. 97), s. 5—(R.S.O., c. 122, s. 2).

In *re Parker, Morgan v. Hill*, (1894) 3 Ch. 400; 7 R. Dec. 156, one of two co-sureties paid the principal debt in full, and took an assignment of it; his co-surety having made an assignment for the benefit of his creditors, the surety who had paid the principal debt claimed to prove against the estate for the full amount, and to be paid a dividend thereon, so long as such dividend did not exceed the proper proportion of the principal debt payable by the co-surety. Kekewich, J., held that he was so entitled, and the Court of Appeal (Lindley, Lopes, and Davey, L.JJ.) agreed