BEAM v. ABSALOM MURNER.

Patent of invention—Threshing machines—Omission to label—Royalties and damages—Change in co-partnership—Right to dispute patent—Principles of patent.

The jury having found that the machines were manufactured after the principle of plaintiff's patent, and that plaintiff had sustained damage by reason of the breach of defendants' covenant, the learned judge, before whom the action was tried, directed judgment to be entered for plaintiff, for the royalties and damages.

Held, that the plaintiff was entitled to judgment in respect to both royalties and damages.

That a change in defendants firm did not disentitle plaintiff from recovering from the new firm.

That it was not open to the defendant to dispute the validity of plaintiff's patent.

That the jury was warranted in finding that the machines were made after the principle of the plaintiff's patent.

John King, for the plaintiff.

Osler, Q.C., and *E. P. Clement*, for the defendant

BEAM v. SIMPSON MURNER.

Patent of invention—Right to manufacture and sell—Payment of royalty—Infringement of—Estoppel—Want of novelty—Subject of patent.

Action for the recovery of royalties payable under an agreement in the manufacture by defendant of a threshing machine patented by plaintiff.

Held, that the defendant constructed the machine under the agreement, and must pay the royalties.

That the defendant could dispute the validity of the patent because of want of novelty, nor that it was not the subject of a patent.

That the combinations were properly patented.

That plaintiff was estopped from setting up a defence which had been negatived in a former action between the same parties.

Colquhoun, for the plaintiffs.

Osler, Q.C., and *E. P. Clement*, for the defendant.

STEINHOFF v. MCRAE.

Conversion—Saw logs—Finding of jury—License to take timber after time expired before removal—Parol evidence—Admissibility.

In trover for certain timber, the defendant claimed under a contract for sale thereof to him. The jury in reply to a question stated that it was one of the conditions of sale that the timber had to be removed within two years. All the other questions having been answered in plaintiff's favour, the learned judge entered judgment for plaintiff.

On motion of the defendant to enter judgment in his favour on the ground that the jury having found that the license was for a time that had expired, plaintiff must fail.

Held, following *Johnson* v. *Shortend*, 12 O. R. 633, that the judgment was wrong.

Parol evidence is admissible to explain or contradict a receipt, which is not a contract.

Rose, J.]

SCOTT v. SCOTT.

Will—Execution—Validity.

A testator brought his will, which had been previously signed by him, to two persons to sign as witnesses. The witnesses signed in the testator's presence at his request, and in the presence of each other; and they either saw or had the opportunity of seeing the testator's signature.

Held, that the will was validly executed.

Graham, for the plaintiff.

Elgin Meyers, contra.

Rose, J.]

ROSS v. WILLIAMSON.

Document—Loss of—Proof of contents—Necessary evidence of.

Where a party endeavours to prove by oral testimony the contents of a written document, the court before giving effect to such testimony should be convinced that all the terms have been proven.