

DIGEST OF ENGLISH LAW REPORTS.

PATENT.

1. The object of a patent was described as "being to produce a glazed lamp, the flame of which shall throw little or no shadow, and yet possess the requisite strength, and also facilities for lighting and cleaning;" and protection was claimed for the arrangement and combination of parts as described. One feature in the lamp was a sliding spherical door. *Held*, that as this would not have been patentable singly, it was not protected as part of the combination.—*Parkes v. Stevens*, L. R. 5 Ch. 36; s. o. L. R. 8 Eq. 358.

2. E. had an English patent for a machine for making cast tin-foil, with the right to "the whole profit, benefit, commodity and advantage" of his invention. B. made tin-foil by the same process abroad, and consigned it to England, where it was sold. *Held*, an infringement.—*Elmslie v. Boursier*, L. R. 9 Eq. 217. See *Wright v. Hitchcock*, L. R. 5 Ex. 57.

3. A. took out a patent for "improvements in the manufacture of frills or ruffles, and in the machinery or apparatus employed therein." The specifications described a process of making frills, ruffles, or "trimmings" (the last word was not in the provisional specification), by means of a reciprocating knife, in combination with a sewing-machine. The claims were: "1. The construction, &c., of machinery, &c., for producing crimped, &c., frills, &c., in a sewing-machine. 2. The application, &c., of a reciprocating knife for crimping fabrics in a sewing-machine. 3. The peculiar manufacture of crimped, &c., frills, or trimmings, as hereinbefore described," &c. B. took out a letter patent which substantially imitated A.'s reciprocating knife, without the sewing machine. C. bought and sold, in the way of trade, articles manufactured by B.'s process, described as "B.'s patent machine-made plaiting." The jury found a verdict for A. against C. on the issues of novelty and of infringement. *Held*, that the verdict should not be disturbed. There was evidence of infringement by C. A.'s patent was for the process, and not limited to manufacture by the knife in combination with the sewing-machine, and it was not invalidated by the insertion of the word "trimming," hence B.'s process was an infringement.—*Wright v. Hitchcock*, L. R. 5 Ex. 37.

PAYMENT.—See COMPANY, 5; INTEREST.

PIRACY.—See COPYRIGHT, 1.

PLEADING.

1. Trespass for breaking and entering a certain close described by abutments, and breaking certain gates. Pleas, a public footpath,

and that defendant was using the same, and pulled down the gates because they were across the path, and obstructed it. Replication, denying the whole plea. At the trial the plaintiff admitted the footpath, but offered to prove that the trespasses were committed elsewhere, and that there were no gates across the footpath, but that there were gates pulled down by the defendant where the trespasses were committed. *Held* (Willes, J., *dubitante*), that, the plaintiff not having new-assigned, the evidence tendered by him was inadmissible. (Exch. Ch.)—*Huddart v. Rigby*, L. R. 5 Q. B. 139.

2. To a plea bad for want of a material allegation, the plaintiff demurred, and also replied (under the Common Law Procedure Act), denying the material fact not alleged in the plea. After judgment for the plaintiff on the demurrer, verdict was for the defendant on the replication. *Held*, that the defendant was entitled to judgment and the *postea*. The denial in the replication, with the contrary finding of the jury, supplied what was wanting in the plea.—*Digman v. Bailey*, L. R. 5 Q. B. 53.

See INDICTMENT.

PLEDGE.—See SECURITY.

POWER.

1. A. settled freeholds, the legal estate in which was outstanding, upon trust to pay the "rents, issues and profits to A.'s wife, B., for life, then to A. for life, and after the death of A. and B., to C., the trustee, to renew leases for lives, and take fines on renewals, but so as not less than the usual rents should be reserved. It was expressly provided that C. should hold any fine to be taken by him in trust for the child who, &c. A. afterwards mortgaged his interest under the settlement to B., and, later, became bankrupt. *Held*, that A. was entitled to the fines on renewals for his own benefit, and that, as the legal estate was outstanding, he could come into equity for a declaration of his right to the fines as against B. and C., who claimed them; also that A. could still grant renewed leases with the concurrence of the mortgagee and assignee.—*Simpson v. Bathurst*, L. R. 5 Ch. 193.

2. The donee of a power to appoint to children exclusively, appointed to trustees to pay the income during the life of child A. to A. or his children in their discretion, and then to such of A.'s children as A. should appoint, and in default to child B. "And I appoint, &c., all my, &c., estate not hereinbefore appointed, &c., to B." *Held*, that the first