application that the only warranty was as to the answers to the questions submitted, none of which referred to the existence of buildings within one hundred feet, and that the applicant was only required to make known such buildings as were material to he risk, and it was proved that the buildngs omitted were not of such a character.

Hardy, Q.C., for the plaintiff.

Bethune, Q.C., for the defendants.

Trotter v. Corporation of Toronto.

Water Commissioners of Toronto—Neglect of—Action against City—Limitation of action—Notice of action—35 V. c. 79, O.

This was an action against the City of Toronto for the non-repair of certain main pipes laid down in one of the streets for waterworks purposes, whereby the plaintiff's premises were injured. The pleadings are fully set out in the previous report of the case on demurrer : 28 C. P. 574.

Held, that the plaintiff could not recover, for that the claim was barred by reason of the action not having been brought within a year after the original cause of action arose, as required by 35 Vict., cap. 79, sec. 35, O. ; and also on the ground that the defendants were entitled to notice of action.

Bethune, Q.C., and *A. C. Galt*, for the plaintiff.

Biggar, for the defendant.

Fortier v. Royal Canadian Insurance Company.

Agreement—Correspondence—Surrounding circumstances.

By means of a correspondence which took place between plaintiff and defendants, commencing on the 27th of November, 1873, and ending on the 22nd of the month of December following, an agreement was concluded for the appointment of the plaintiff as the marine manager of the defendants' company.

Held, that upon the evidence as disclosed by the correspondence and surrounding circumstances, the duration of the contract was to be three years, to commence from the 1st of January, 1874, and not from the first of the previous month—namely, 1st of December, 1873, by reason, as was contended by plaintiff, of the defendants having paid plaintiff for services performed by him during that period, an amount proportionate to the amount of the salary agreed on.

Ferguson, Q.C., for the plaintiff.

Robinson, Q.C., and *J. Stewart Tupper* for the defendants.

Rooney v. Rooney.

Trinity Term—Sitting of Court in, dispensed with—Motion for rules nisi—When to be made—Power of Court.

Held, that notwithstanding the Court have by rule thereof dispensed with the sittings of the Court during Trinity Term, it is still a Term of the Court, and motions for rules nisi for new trials, &c., must be made during the first four days thereof.

Held also, that notwithstanding R. S. O., ch. 49, sec. 284, the Court have the power to entertain such motions after the expiration of the four days.

CHANCERY.

Blake, V.C.] [Dec. 20, 1878.

Barters v. Howland.

Patents—Prior disclosure—Similarity of claims—Evidence—General denial of invention—Pleading.

When the plaintiff had, more than one year previous to his application for a patent in Canada, obtained a patent in the United States substantially disclosing the same invention, though not containing all the claims contained in the Canadian patent :

Held, under section 7, Patent Act, 1872, that such foreign patent amounted to a publication of the whole invention in Canada, and imported a disclaimer of all parts not claimed in the foreign patent ; and that the Canadian patent for the parts so published and disclaimed was invalid, although such foreign patent was not technically a patent for the same invention.

Held also, that a patent in Canada granted to an independent inventor, after the plaintiff's foreign patent, but before his application for a patent in Canada, was valid against the plaintiff's subsequent patent.