

repair, with a proviso for re-entry in case of breach. The lessee made an under lease of the premises to the defendant, who gave a covenant to repair with a similar proviso for re-entry. The premises became out of repair and the head lessor issued a writ against the lessee to recover possession. The lessee then assigned the under lease and the benefit of all arrears of rent due thereunder to the plaintiff in the present action, who without being made a party to the ejectment action, applied to the court under the Conveyancing and Property Act, 1881, s. 14 (R.S.O. c. 170, s. 13), for relief against the forfeiture, on which application an order was made that all further proceedings in the ejectment action be stayed, that the applicant be relieved from any forfeiture of the lease, and that she should hold the demised premises according to the said lease without any new lease. The plaintiff, now as assignee of the lease under which defendants held, claimed to recover the arrears of rent due by them. The defendants contended that the order relieving against the forfeiture was bad, because the plaintiff was no party to the action in which it was made, and that the effect of the order was not to revive the under lease, which had been forfeited by the issue of the writ of ejectment. But Darling, J., held that the order had been properly made, and had the effect of restoring the lease and under lease, and the plaintiff as assignee of the latter was entitled to recover.

PRACTICE—EQUITABLE EXECUTION—RECEIVER—PATENT OF INVENTION—JUDICATURE ACT, 1873 (36-37 VICT. c. 66) s. 25(8)—(R.S.O. c. 51, s. 58(9)).

*Edwards v. Picard* (1909) 2 K.B. 903. We have come to look upon a patent of invention as being, at all events in some cases, a valuable right of property, but when a judgment creditor seeks to make such a right of his debtor available in execution, he will find considerable difficulty in doing so. In the present case the plaintiff, who had recovered judgment in the action against the defendant for a sum of money, applied for the appointment of a receiver of all rents, profits and moneys receivable in respect of the defendant's interest as the owner of patents of certain inventions. It was not shewn that he was in receipt of any profits therefrom, either by way of royalties or otherwise. Sutton, J., refused the application, and the Court of Appeal (Williams, Moulton and Buckley, L.JJ.) affirmed his decision, holding that the court has no power under the Judicature Acts