to restrain alleged infringements of a certain re-issued patent, and in which the defendants disputed the validity of the re-issue—that the invention claimed in the re-issue was the same as that in the original surrendered patent, nothing in the nature of a substantially new invention being introduced; that the patentee honestly made a mistake in not claiming the whole of his invention at the time he obtained the original patent; that no excessive delay had elapsed between the issuing of the original and the application for the re-issue, and that, therefore, the re-issued patent was good if the original surrendered patent was not bad for want of novelty.

Section 19 of our Patent Act of 1872 is similar in terms to section 4916 of the American Patent Law, and therefore the American decisions respecting the re-issue of patent afford a guide as to the proper interpretation of the section of our Act.

Certified copies of some United States patents were offered in evidence for the purpose of showing that the inventions in the plaintiff's patents had been patented in a foreign country more than twelve months prior to the application for a patent here.

Semble, the copies could be read in evidence under the provisions of Imp. 14-15 Vict. c. 99, sects. 11 and 7.

McDougall, (*Shepley* with him.) for the plaintiffs.

W. Cassels, for the defendants.

Ferguson, J.] [Sept. 15.

KEITH V. FENELON FALLS.

Principal and surety—Municipal corporation—School board—Construction of bond—Mistake.

One D., being appointed secretary-treasurer of the Public School Board of a certain Union school-section, executed a bond with sureties for the due performance of the duties of his office. The bond recited that, "Whereas the above bounden D. has been appointed and now is the secretary-treasurer of the said Public School Board, and it is required that security should be given for the due and faithful performance of any and all the duties pertaining to such office;" and the condition in the bond was, "Do correctly and safely keep any and all moneys and papers belonging to the said School Board . . . and do faithfully and honestly account for the receiving and disbursing by him of school moneys collected by school rate, rate bill, subscription or otherwise from the inhabitants or ratepayers of the said school section, or other parties, and do faithfully and honestly disburse any and all moneys as he may legally be required so to do by the said Public School Board. . . and do faithfully and honestly deliver up, account for and pay over any and all books, papers. . . chattels, moneys or valuable securities which at any time hereafter may come into his hands and possession as such secretary-treasurer."

Held (following *Parker* v. *Wise*, 6 M. & S. 247), if there was any difference in breadth of meaning between the words of the recital and those of the condition, the latter was subject to being explained and restrained by the former; and, applying this principle to the above bond, moneys received by D. outside of the duties pertaining to his said office were not within the scope of the surety's engagements under the above bond, and therefore a surety was not liable to make good any default of D. in respect to such moneys.

The village of Fenelon Falls was included in the Union school section in question, and in 1876 the municipal council, pursuant to by-law, raised on debenture $2,500 to pay for a school house in the school section, it being provided that a special rate should be levied to raise $450 annually, to pay the interest on and create a sinking fund for the said $2,500. In 1877, 1878, 1879 add 1880, on the requisition of the School Board the said municipal corporation paid over the $450 annually to D., and a large part of his defalcation was in respect of these moneys.

Held, the debentures were the debentures of the Municipal Corporation, and the moneys raised by the special rate were the moneys of the Municipal Corporation, and should have been received and taken care of by the Municipal Corporation, and not by D.; and the sureties under the above bond were not liable to make good D.'s default in respect of these moneys.

The plaintiff, one of the sureties to the above bond, being present at a meeting of the School Board, was told by the chairman that D. was in default $1,444, which he, the plaintiff, would have to make good. Whereupon the plaintiff assented to give, and did give, a mortgage to a trustee for the Board for this amount. No statement of D.'s