

Chancery.]

NOTES OF CASES.

[Ontario.]

absolute release of dower, but the wife objected to this. In the following July another agreement was entered into between Lowe and Smith and the insolvent by which Lowe and Smith's claim was stated and settled and its liquidation provided for. The Chatham lot was to be taken by them at \$1,300 on account of the debt, they assuming payment of the mortgage, and, for the balance \$2,280, a promissory note was given by the insolvent, indorsed by his wife and one Taylor, it being part of the arrangement that the wife should release her dower in the Chatham lot, for which she was to receive an absolute conveyance of the farm lot. The value of the farm lot was shewn to be \$2,000 including the \$300 mortgage.

SPRAGGE, C. In my judgment this transaction was a fraud upon creditors and ought to be set aside as against them, and the decree must be with costs.

Moss for plaintiff.

MacLennan for defendant.

RE O'DONOHUE.

[June 21, 1876.]

Quieting Titles Act.

This was a proceeding to quiet the title of one K. O'Donohue to a lot of land in the Township of Elderslie. The original grant had been made to one Drysdale, his heirs and assigns in fee, but the evidence adduced before the Referee shewed that the grant was intended to be for the benefit of two partners of the grantor as well as the grantee himself. The petitioner claimed title as purchaser at sheriff's sale under a *fi. fa.* lands on the 9th of May 1868, one of the execution debtors having died before the writ of *fi. fa.* issued, after having executed deeds of assignment of his interest in trust for creditors. The two other parties had entered into contracts for the sale of part of the lot and had also assigned their interests to trustees.

The REFEREE refused a certificate to quiet title, which decision was affirmed on appeal with costs by SPRAGGE, C.

Meek for the petitioner.

Ewart contra.

CAMERON V. WIGLE.

[June 21, 1876.]

Railway Company—Compensation for land—Tenant for life.

The owner of land, one Stephen Brooker, devised the same to his wife for life, remainder to his three daughters who conveyed their estate in remainder to the plaintiff and the defendants

Wigle and Quinn. In 1871 the widow conveyed 4 38-100 acres to the Canada Southern Railway Company for the purposes of the road; the Company paying her \$244, which it was admitted by all parties, was a full compensation for the fee in the portion so sold.

SPRAGGE, C. was of opinion that the plaintiff and the defendants, Wigle and Quinn, were entitled to an inquiry of what proportion of the compensation money paid to Eligah Brooker was, at the time of such payment, properly payable to her in respect of her interest as tenant for life, and what proportion was properly payable to the parties entitled in remainder in respect of their interest; and that they were entitled to an order for payment of the latter amount by the Railway Company to them with interest from the date of the payment to Mrs. Brooker.

A. Cameron for plaintiff.

Cattanach for the Railway Company.

PATRIC V. SYLVESTER.

[June 28, 1876.]

Patent of invention—Infringement—Injunction.

This was a bill to restrain the infringement by the defendant, of a patent obtained by the plaintiff in 1869, and renewed on amended specifications in Sept. 1874, for "Improvement on grain and seed drills," and, so far as the suit was concerned, the improvement claimed, consisted of "the novel combination and arrangement . . . of flexible conductor tubes, (*f*) ground tubes, (*g*) chains or analogous suspenders, (*h*) roller, (*i*) draw bars, (*m*) locking stud, (*n*) spiral spring (*o*) pivot connections 1 2 3," the object attained being that, "the union of the ground tubes to the draw bars is accomplished in a manner which will permit the lower end of the tube to give way when coming in contact with a fixed stone, or other serious obstruction, without injury to the tube, which immediately resumes its position when the obstacle is surmounted, and without stoppage of the machine, or demanding any attention of the person in charge. The defendant it appeared had obtained a patent in January 1875, for what he called "Sylvesters improved spring hoe," the only difference as the bill stated, between the pretended invention of the defendant, and that of the plaintiff, being one of mere form, without any material alteration of situation, and without any substantive different combination of mechanism. The defendant objected that plaintiff's patent was void for want of novelty.

PROUDFOOT, V. C., thought it established by