DIGEST.

DIGEST OF ENGLISI LAW REPORTS.

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Parties.

1. A *cestui que trust* under a deed of family arrangement settled his share. There were two trustees of the settlement, one of whom was also a trustee of the deed of arrangement. In a suit to administer the trusts of this deed, and make the trustees responsible for breaches of trust, *held*, that as a trustee of the settlement was an accounting party to the suit, the *cestuis que trust* under the settlement should be made parties.—*Payne* v. *Parker*, Law Rep. 1 Ch. 327.

2. In a suit to enforce a covenant in a lease not to carry on a certain trade, the original covenantor is not a proper party, if he has parted with all his interest, and is not in fault. —*Clements* v. *Welles*, Law Rep. 1 Eq. 200.

3. If, on the construction of a will, there is a doubt whether there may not be an intestacy, and if the fund to be distributed has been paid into court under the Trustee Relief Act, the House of Lords will not proceed with an appeal in the absence of any one to represent the next of kin.—*Trevillian* v. *Knight*, Law Rep. 1 H. L. 30.

See Champerty; Covenant, 1; Husband and Wife, 4.

Partnership.

1. The test to determine the liability of one sought to be charged as a partner, is whether the trade is carried on in his behalf; and participation in the profits is not decisive of that question unless the participation is such as to constitute the relation of principal and agent between the person taking the profits and those actually carrying on the business.—*Bullen* v. *Sharp*, Law Rep. 1 C. P. 86.

2. Two partners, who had dealings with the respondents, took a new partner. The new partnership was formed by deed, and a balance sheet, showing the liabilities and assets of the old firm, was drawn up, and admitted by all the partners. The new firm continued to trade with the same books as the old firm, and no distinction was made in the payments, balances, assets, and debts of the old and new firms. The respondents continued to trade with the new firm, and part of the debt due them from the old firm was paid by the new firm. *Held*, that the respondents could prove against the estate of the new partnership, which had become bankrupt, for debts due them from the old firm. —*Rolfe* v. *Flower*, Law Rep. 1 P. C. 27.

3. A partnership was formed to continue five years, notwithstanding the death of any partner; the profits to be divided annually; and, before any division of profits, each partner at the end of each year to be credited with interest on his capital at the beginning of the year. One partner having died before the expiration of the five years,—*held*, that the interest on his share of capital was apportionable, so much as accrued in his lifetime being *corpus*, and the remainder income of his estate, but that his share of the profits, divided at the annual division next after his death, was all income.—*Ibbotson* v. *Elam*, Law Rep. 1 Eq. 188.

4. Partnership articles provided that a partner desirous of selling his shares should offer them to his co-partners collectively; if they should decline, then to the partners desirous of collectively purchasing; and, if none such, then to the partners individually; after which, he might sell to a stranger. One of four partners offered his shares to the other three collectively (one of whom he knew would not purchase). The other two declared their willingness to accept, and were told that no offer was made them. *Held*, that this offer enured to the benefit of the two, and specific performance decreed accordingly.—*Homfray* v. *Fothergill*, Law Rep. 1 Eq. 567.

See Administration, 5; Interrogatories, 2.

Patent.

1. When a patent is granted to two persons, each may use the invention without the other's consent, and without being accountable to the other for half the profits from its use. As to the profits from granting licenses, *quære*.— *Gathers* v. *Green*, Law Rep. 1 Ch. 29.

2. If a plaintiff, at the filing of a bill, was entitled to an injunction to restrain the infringement of his patent, an inquiry as to damages, under Cairn's Act, will not be refused him at the hearing, though the patent has then expired. —*Davenport* v. *Rylands*, Law Rep. 1 Eq. 302.

3. An interlocutory injunction to restrain the infringement of a patent, moved for in July, the plaintiff having complained of the infringement in the preceding November, and known of the defendant's proceedings in the previous August, was refused.—*Bovill* v. *Crate*, Law Rep. 1 Eq. 388.

4. An application for extension of the term of a patent on the ground of inadequate remuneration by a patentee, who did not manufacture or sell the patented article, but granted licenses to manufacture, was refused, it appear-