ing that the vendors committed a breach of duty in not informing the company, at the time of the sale to the company, that the mine was their own property, and consequently that the company might have then rescinded the contract; yet, as rescission was now impossible, because the property no longer belonged to the company, the company could not recover from them the profits which they had made.

PATENT — NOVELTY — PRIOR PUBLICATION — FOREIGN SPECIFICATION IN PATENT OFFICE LIBRARY.

Harris v. *Rothwell*, 35 Chy. D. 416, is an important decision on a point of patent law. In December, 1878, and February, 1880, the specifications in the German language were deposited in the free public library of the English patent office, of certain inventions for which German patents had been granted; and the journal published periodically by the English patent commissioners, amongst the list of patents granted in Germany, contained entries of the particular patents, with a note in each case that the specifications as well as the list of applications might be consulted in the free public library of the office. In April, 1880, a patent was obtained in England for an invention similar to those for which the German patents had been granted, and it was held by the Court of Appeal, affirming the decision of Chitty, J., that the proper inference from the above facts was, that the public availed themselves of the facilities afforded them for obtaining information as to the inventions, and accordingly that there was sufficient evidence of prior publication to invalidate the English patent, and that this inference was not affected by the fact of the prior specifications being in the German language. Cotton and Lindley, LL.J., however, were agreed that if, as in *Plimpton* v. *Malcolmson*, 3 Chy. D. 531, and *Plimpton* v. *Spiller*, 6 Chy. D. 412, and *Otto* v. *Steel*, 31 Chy. D. 241, it were proved that the foreign publication, although in a public library, was not in fact known to be there, the unknown existence of the publication in England would not be fatal to the patent.

PARTNERSHIP — SALE OF PARTNER'S INTEREST UNDER EXECUTION — PURCHASE BY PARTNER OF COPARTNER'S INTEREST — SETTING ASIDE SALE — UNDERVALUE.

Helmore v. *Smith* (1), 35 Chy. D. 436, was an action brought to set aside the sale of a partner's interest in the copartnership, to a copartner, which had been effected under an execution, under the following circumstances The plaintiff had become temporarily insane, and, during his insanity, judgments were recovered against him, and executions placed in the sheriff's hands. Under these executions the plaintiff's interest in the partnership was put up for sale, and purchased by the defendant who was his copartner, at a sum very much below its actual value, and an assignment of the plaintiff's interest was executed by the sheriff to the defendant. The purchase money was paid by the defendant by a cheque drawn by the defendant on the partnership banking account, and the amount was debited to the plaintiff in the partnership books. After the sale the defendant changed the name of the firm, and assumed to carry on the business as his own. But the Court of Appeal (affirming Bacon, V.-C.) held that the sale was void and must be set aside, and that under the circumstances there was no dissolution of the partnership by the seizure and sale. The Court of Appeal proceeded on the ground that the defendant had not bought with his own money. As Cotton, L.J. says:

> The defendant bought with part of the partnership property, subject to such rights of account as there might be between the plaintiff and defendant; and, in my opinion, that being so he cannot insist that he bought for himself, so as to prevent the plaintiff from being considered as still a partner in the business, on the ground that the purchase from the sheriff was of that which the sheriff had a right to seize.

And Lindley, L.J., neatly puts it thus:

> In point of law the necessary result of buying this share with the funds of the concern is, that there was no dissolution at all.

PRACTICE — ATTACHMENT — CONTEMPT OF COURT — INTERFERENCE WITH MANAGER AND RECEIVER.

The next case, *Helmore* v. *Smith* (2), 35 Chy. D. 449, is one that arose out of the preceding case. After the court had made an order in the last case appointing a receiver and manager of the partnership business, a former clerk of the firm sent round a circular to the customers of the firm containing an unfair statement of the effect of the order, in that, while stating that a receiver had been appointed it omitted to state that the receiver was also manager of the business, and in this circular he solicited their custom for his own business. On a motion to commit the clerk for contempt