

will not lie against a person who honestly makes a misrepresentation which misleads another. Starkey, the member of the firm who was held to be liable, was ordered to pay, not only the amount the Bank were ordered to pay the plaintiff for damages and costs, but also the Bank's costs of defending the action.

**LUNATIC—FOREIGN COMMITTEE.**

*New York Security Co. v. Keyser* (1901) 1 Ch. 666, was an action brought by a lunatic by her next friend and the plaintiff company, which had been appointed committee of her person and property by a New York tribunal, she being resident in, and found lunatic, by a Court in that State. The object of the action was to recover property belonging to the lunatic, part of which was in the hands of bankers who were made defendants and other part in the hands of trustees who were also defendants. Cozens-Hardy, J., held that neither the plaintiff, suing by her next friend, nor the company had right to recover the property of the lunatic and that it was in the discretion of the Court as to whether or not, under the circumstances, the property in question should be paid over to the company; and in the exercise of that discretion he ordered the balance of the moneys in question, after deducting the defendants' costs, as between solicitor and client, to be paid to the committee.

**DISTRESS FOR RENT—PATENTED CHATTEL SALE OF, UNDER DISTRESS PURCHASER OF PATENTED CHATTEL, UNDER SALE FOR DISTRESS.**

In *British Mutoscope Co. v. Homer* (1901) 1 Ch. 671, Farwell, J., decided that where a person buys at a sale under a distress for rent a patented chattel in possession of the tenant as licensee, the purchaser does not thereby acquire a right to use it, because the right of the patentee to make and use the patented chattel and to license others to use it is a right of an incorporeal nature, and is a right distinct from the right of property in the chattel itself, and incapable of seizure or sale under distress for rent. The chattel in question belonged to the plaintiffs and was let to the tenant subject to certain conditions as to user, and the purchaser bought with notice of the plaintiffs' rights, and thereafter claimed to use it as he pleased, but an injunction to restrain him from using it was granted, the plaintiff not disputing the defendant's right of property in the chattel.