

Chan. Div.]

NOTES OF CANADIAN CASES.

[Chan. Div.]

Held, that the Master was right. That the contract was governed by the law of Ontario. That the law defining the business engagements is that of the place where the corporation has its seat. That the agent in New York had no authority to bind the Co. by any contract not in accordance with the policy sued on, and that he had no power to settle any disputed matters, as they had to be referred to the principal whose place of business was in Ontario.

Falconbridge, for the claimants.

Foster, for the plaintiff.

Bain, Q.C., and *A. C. Galt*, for the defendants.

Boyd, C.]

[June 19.]

MARTIN V. EVANS.

Judgment—Action on to set aside invalid assignment—Technical defect in judgment—Partnership and separate creditor—Costs.

In an action on a County Court judgment to set aside an assignment for the benefit of creditors as invalid, it is no defence that the County Court judgment was signed in pursuance of an order under Rule 324, which was made in chambers instead of in court, the time for moving against it in the County Court having elapsed.

An assignment by a partner of his separate estate which placed his partnership creditors on an equality with his individual creditors was held bad.

Wilson and Bell, for plaintiff.

Atkinson and Christie, for defendant.

Proudfoot, J.]

[June 25.]

BALL V. THE CROMPTON CORSET CO.

Patent of invention—Invention—Infringement—Patentable article—Mechanical equivalent.

F. was the patentee of an article, and in an action for alleged infringement of the patent the defendants set up that S. was the inventor. It appeared that F. and S. applied for a joint patent in the U. S. A., both alleging that the article was F.'s invention. Being told that a joint patent could not be granted, the invention was patented in F.'s name alone. S. afterwards interfered and evidence was taken, but S. finally abandoned his claim, as he said for want of means to prosecute it.

Held, on this evidence that the defence that S. was the inventor was not made out. The plaintiff's

patent was for an article known as "Florsheim's Gore," part of the description of which was "in an elastic gore, gusset, or section, . . . the springs arranged in groups and made of a continuous length of coiled wire." The defendants manufactured a similar gore, the only variation being that, instead of continuing the coiled spring from group to group of the spring, they severed the wire and connected the groups of springs with a cord.

Held, merely an attempt to evade the patent, and that it was an infringement.

A patent was granted in England in 1866 to M. for improvements in the manufacture of elastic gussets, which, instead of weaving India rubber springs into the fabric, the India rubber springs were secured between two pieces of material by stitching in parallel lines along each side of the rubber spring, and instead of inserting the rubber springs in separate pieces, the rubber after traversing the fabric was turned round and caused to return parallel to its first course and secured by stitching the fabric alongside of it as before, thus making a continuous spring. A process of puckering the fabric in stitching it was also described in the patent, and a mode of making a margin of inelastic material. The plaintiff's patent substituted a coiled wire spring for India rubber and inclosed it in a tube and arranged the tubes in groups; the springs did not extend to the margin, but were stayed at their ends by inelastic material, and the spring was continuous.

Held, that the coiled wire was only a mechanical equivalent for the India rubber spring, and that it did not possess any element of invention.

Held, also, that the arrangement of the tubes in groups was not new, nor was it a patentable invention.

Cassels, Q.C., and *Akers*, for plaintiff.

MacLennan, Q.C., *Osler, Q.C.*, and *Biggar*, for defendants.

Osler, J.A., and Ferguson, J.]

[June 30.]

CANADA ATLANTIC RAILWAY CO. V. THE CITY OF OTTAWA.

Railway Bonus.

Judgment was given in this, sustaining the judgment of Proudfoot, J.

Gormally, for plaintiffs.

MacLennan, Q.C., and *McTavish*, for defendants.