

BETWEEN

1906
 May 14.

THE COPELAND-CHATTERSON } PLAINTIFFS;
 COMPANY, LIMITED..... }

AND

JEAN PAQUETTE (ALSO TRADING }
 UNDER THE NAME MONTREAL PLUMBERS' }
 SUPPLIES) AND VICTOR GUERTIN } DEFENDANTS.
 AND HENRY GUERTIN (TRADING }
 UNDER THE NAME GUERTIN PRINTING }
 Co.)

*Patent for invention — Infringement — Manifold sheets — Canadian patent
 No. 66843 — Disclaimer after action — Validity of remaining claims.*

The first claim in the specification in patent sued on was disclaimed after action brought. It was as follows:—"1. A manifold sheet having an original leaf and a duplicate leaf connected at a score line and folded together, the duplicate leaf having an apertured binding margin which makes it of greater actual area than the original leaf whereby when detached the duplicate leaf may be filled by means of its apertured margin." The second claim, the validity of which was in issue, was in these terms:—"2. A manifold sheet having an original leaf and a duplicate leaf connected at a score line and folded together, the duplicate leaf having an apertured binding margin which makes it of greater actual area than the original leaf, the duplicate leaf having its binding margin folded over, whereby when the duplicate leaf is detached its margin may unfolded for filing."

Held, that there was no difference in fact between the sheet described in the first claim, which was disclaimed, and that described in the second claim.

2. In view of the disclaimer of the first claim above mentioned, there is no novelty or invention in placing the score line in one particular place in the plane of the original leaf so that one half of the binding margin of the duplicate leaf will, before the leaves are separated from each other, lie in such plane.

THIS was an action for the infringement of a patent for invention.

The facts of the case are stated in the reasons for judgment.

September 14th and 15th, 1905.

The case was tried at Montreal.

October 19th, 1905.

The case was argued at Montreal.

W. Cassels, K.C., and *W. E. Raney*, for the plaintiffs, contended that the invention, looked at as a whole, was an arrangement of leaves on a sheet of paper so folded as to accomplish with facility and economy the purpose of furnishing several invoices, the duplicates of which will all appear on one charge sheet of paper to be kept for filing purposes. The transverse score lines enable this to be done with facility and despatch and the greatest possible economy of labour. Such a device or invention is patentable, and its utility is demonstrated in the fact that it has gone into very general commercial use in this country. They cited *Hoe v. Cottrell* (1); *Magowan v. New York B. & P. Co.* (2); *Potts v. Creager* (3); *Union Sugar Refinery v. Mathieson* (4).

P. B. Mignault, K.C. (with whom was *J. L. Perron, K.C.*) for the defendants, contended that there was no subject-matter. Utility is no test of patentability. If I fold a sheet of paper in two or three folds and then put a score line, or line of perforations, at a short distance from the line of fold so that the sheet can be detached, surely there is no invention in that. The whole thing is so perfectly obvious that it is not a matter of new invention in the sense of the Statute of Monopolies. Then what is the effect of the disclaimer herein made pending the action. Clearly that no damages can be claimed for anything done prior to the filing of the disclaimer. (*Frost on Patents* (5); *Walker on Patents* (6); *Office Specialty Co. v. Globe Company* (7).

(1) 1 Fed. R. 597.

(2) 141 U. S. R. 332.

(3) 155 U. S. R. 597.

(4) 3 Cliff 639.

(5) 2nd ed. pp. 271 *et seq.*

(6) 4th ed. pp. 186, *et seq.*

(7) 65 Fed. Rep. 599.

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Mr. *Cassels* replied. In *Smith v. Goldie* (1), there was a disclaimer during the pending of the suit, and damages were given.

THE JUDGE OF THE EXCHEQUER COURT now (May 14th, 1906) delivered judgment.

This action was originally brought to obtain relief for an alleged infringement of letters patent numbered 66,843 for an improvement in manifold sheets issued on the 31st day of March, 1900, to Robert James Copeland, and subsequently assigned to the plaintiff company; and also for an alleged infringement of a certain industrial design mentioned in the statement of claim filed in this case. The specification attached to the letters patent concludes with sixteen claims, and it was alleged that all these claims had been infringed. The statement of claim was filed in this court on the 3rd day of November, 1904. On the 4th day of January, 1905, the defendants filed their statement in defence, by which on the grounds stated therein they denied the validity of the patent and of the industrial design mentioned. Thereupon on the 23rd day of February, 1905, the plaintiff company, with the concurrence of Robert James Copeland, the inventor, and on the ground that through mistake, accident or inadvertence, and without any wilful intent to defraud or mislead the public, he had made his specification too broad, filed in the office of the Minister of Agriculture, a disclaimer of the first claim set up in such specification. Then on the 14th day of April following the statement of claim was amended by striking out the allegations on which relief was asked for the infringement of the industrial design mentioned; and of the first, third, fifth, seventh, ninth, tenth, eleventh and thirteenth claims of the specification. An amended statement of defence has been filed, by which the defendants, among other

defences, set up that the alleged invention was not new and that it was not the proper subject matter of letters patent.

The following extract from the specification gives in the inventor's own terms a general description of the invention that he claims to have made:—

“This invention relates to manifold sheets and more particularly to such as are designed for use in rendering accounts or bills. It seeks to provide such sheets in convenient and compact size and form, so that they may be used in a typewriter of ordinary size without unduly diminishing the size of the bill heads; also to provide binding margins in duplicate or triplicate leaves of manifold sheets, such binding margins preferably having apertures whereby they may be secured in place of a loose leaf binder when detached from the original leaf or bill head, such margin being of sufficient width to prevent any of the matter written on the duplicate leaf from being covered up in the binder.

“In the sheets embodying the invention the original and duplicate leaves are connected together along a line of separation at which the leaves are intended to be detached. This line of separation will be herein termed a score line. The original and duplicate leaves are folded one upon another so that when a carbon sheet is slipped in between the two, matter written on the original leaf will be duplicated on the duplicate leaf. In order that the manifold sheet may be sufficiently narrow to pass through typewriters of ordinary width and at the same time wide enough not to require the original leaf to be narrower than the bill heads in general use, the binding margin is generally folded along a line running mediately through it. By this arrangement the sheet is gotten into the most convenient and compact size and form. When the sheet has been filled out and the original leaf detached from the duplicate leaf, the latter is

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filed in the binder. For this purpose the binding margin of the duplicate leaf is provided with apertures so that it may be filed on a loose leaf binder having posts to engage the apertures. In some cases the manifold sheet has two duplicates, each duplicate having a binding margin provided with apertures and in some cases the third leaf may be used as an original leaf or bill head whose matter will be duplicated on the back of the middle or duplicate leaf. In this last case the binding margin will be omitted from the third leaf. In all cases the binding margin of the duplicate or duplicates is so disposed as not to cover any of the writing space of such duplicate or duplicates."

Then follow references to the drawings in which by twenty figures the inventor shows various forms of sheets that he says are covered by his invention.

The first claim in the specification which, as has been seen, has been disclaimed as being too broad, was made in these terms :—

" 1. A manifold sheet having an original leaf and a duplicate leaf connected at a score line and folded together, the duplicate leaf having an apertured binding margin which makes it of greater actual area than the original leaf whereby when detached the duplicate leaf may be filed by means of its apertured margin."

The second claim, the validity of which is in issue in this case, is made in these terms :—

" 2. A manifold sheet having an original leaf and a duplicate leaf connected at a score line and folded together, the duplicate leaf having an apertured binding margin which makes it of greater actual area than the original leaf, *the duplicate leaf having its binding margin folded over*, whereby when the duplicate leaf is detached *its margin may be unfolded for filing.*"

Now the first question to be determined is whether there is in fact any difference between the sheet described

in the first claim, which it is admitted cannot be supported, and the sheet described in the second claim. In the latter the duplicate leaf is said to have "its binding margin folded over," and there is that verbal difference. But that is a matter of words and not of substance; for it is not possible, it seems to me, to make a sheet in accordance with the first claim without folding over the binding margin of the duplicate leaf. It will be seen by reference thereto that what is called the original leaf of the sheet is connected with what is called the duplicate leaf, by a score line; that the two leaves are folded together; and that the duplicate leaf with its apertured binding margin has a greater actual area than the original leaf has.

Now it is obvious that the score line that connects the two leaves of the sheet and permits them to be separated from each other must be placed either in the line on which the sheet is folded or on one side or the other of that line. If it is placed on the line of fold the two leaves will be equal in area, and if it is placed on that side of the line of fold that adjoins the duplicate leaf, the latter will, when the leaves are separated, be smaller than the original leaf. In order that the duplicate leaf with its margin may be larger in area than the original leaf it is necessary to place the score line on that side of the line of fold that adjoins the original leaf. That is, a portion of the margin of the duplicate leaf must be folded over. That follows from the language used in the first claim. It is expressly mentioned in the second claim. But in substance there is in this respect no difference between the two claims. Neither is there any difference of language with which the two claims conclude. In the first claim it is stated that when the original leaf is detached the duplicate leaf may be filed by means of its apertured margin; while in the second claim it is stated that when the duplicate leaf is detached

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the margin may be unfolded for filing. But in each case equally, when the two leaves are detached the one from the other "the margin of the duplicate leaf may be unfolded for filing," and it "may also be filed by means of the apertured margin." And it being admitted that the first claim cannot be supported the second claim fails.

The fourth claim, the validity of which is also in issue, is made in the following terms:—

"4. A manifold sheet having an original leaf, and a duplicate leaf connected together at a score line, and folded together, the duplicate leaf having a binding margin on the side next the original leaf, which makes it of greater actual area than the original leaf, *the line of fold for the sheet running medially across the margin of the duplicate leaf*, whereby when detached said margin of the duplicate leaf may be unfolded for filing."

Now as to this claim, it will in the first place be seen that the binding margin is not described as it is in the first and second claims as "an apertured binding margin." But nothing turns upon either the omission or inclusion of the word "apertured." It is no new thing to have apertures in sheets or leaves to enable them to be placed with ease and facility on files or in binders; and in the present case it makes no difference in the validity of the claim whether the binding margin is described as "apertured" or not. Then in the second place it will be seen that the expression "the duplicate leaf having a binding margin on the side next the original 'leaf,'" is not an accurate or apt description of what is obviously intended, unless we are to distinguish between a margin and a binding margin; and I do not understand that any such distinction is to be made. The greater the number of leaves to be bound together the larger the margin required; but the whole margin may with propriety be re-

garded as something needed for the purpose of binding the leaves together. That is, the margin as a whole is a binding margin. But if, as stated in the fourth claim, "the line of fold for the sheet runs medially across the margin of the duplicate leaf," then one half of the margin must be on that side of the line of fold, that is, next to the duplicate leaf, as distinguished from its margin, and the other half of such margin must be on the side next to the original leaf. That is, a part of the binding margin only, and not the whole of it, is on the side of the line of fold which is next to the original leaf. But that was equally the case with respect to the sheets described in the first or second claims, the only difference being that in the fourth claim the part of the margin of the duplicate leaf that is on the side of the line of fold next to the original leaf constitutes exactly one half of such margin. Otherwise there is no substantial difference. If the fourth claim is to be supported, it is on the ground alone that "the line of fold for the sheet" is described as "running medially across the margin of the duplicate leaf." That question will be discussed later. In the meantime it will, I think, be convenient to go through the other claims of the specification in question in this action, and see if there is in the sheets described any other element or feature to support the plaintiff's patent.

The sixth claim is made in these terms:—

"6. A manifold sheet having an original leaf and a duplicate leaf connected together at a score line and folded together, the duplicate leaf having an apertured binding margin, which makes it of greater actual area than the original leaf, the line of fold for the sheet running medially across the margin of the duplicate leaf and so that part of said binding margin lies in the plane of the original leaf and part in the plane of the duplicate leaf, whereby when detached said margin of the duplicate leaf may be unfolded for filing."

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In this claim we have in express terms what of necessity happens in the case of the sheet described in the fourth claim, that is, unless, as before mentioned, some distinction is to be drawn between a "margin" and a "binding margin." But if not, then part of the binding margin mentioned in the fourth claim must of necessity lie "in the plane of the original leaf and part in the plane of the duplicate leaf." So that the only difference in this respect between the fourth claim and the sixth is one of words only and not one of substance. In the sixth claim the binding margin is described as being "apertured," but, as has been seen, that is not material. In the result the sixth claim, like the fourth, is to be supported, if at all, because the "line of fold for the sheet" is described as "running medially across the margin of the duplicate leaf." The same is true also of the eighth claim, which differs from the fourth claim in this only, that the binding margin is described as being "apertured" and it is stated that a part of the binding margin lies in the plane of the original leaf and part in the plane of the duplicate leaf. But as that is true also of the sheet described in the fourth claim, although not so stated in express terms, there is no material difference between the fourth claim and the eighth.

The twelfth claim is the same as the first claim, with the addition of the following words: "the manifold sheet having also a third leaf folded under the other two leaves and which may be used as a triplicate leaf, or as an original leaf whose matter may be duplicated on the under side of the duplicate leaf." That is, by making a second fold in the sheet and in that way obtaining a third leaf, one may by the use of carbon leaves, get two invoices and one record or copy to be kept or bound; or, one invoice and two records or copies to be kept or bound, or he may get two different invoices with copies thereof on the opposite sides of the duplicate leaf. But there is

nothing really new or patentable in the matter of this third leaf. All that is done is accomplished by a well known and understood use of carbon leaves. And surely no one can hope to get a patent for his sheet because he folds it twice instead of once. In my view the twelfth claim is no better than the first which has been abandoned.

The fourteenth claim is the same as the first claim, with the addition of these words: "one of the leaves being divided by a transverse score line." But dividing leaves by score lines was not a new thing, nor one that involved any invention. Admitting, as it must be admitted, that it is open to anyone to make and use the sheets described in the first claim of the specification, it is perfectly clear that it is also open to him to divide the leaves composing such sheets, or either of them, by as many or as few "transverse score lines" as he sees fit to use. I see no grounds on which the fourteenth claim can be supported.

The fifteenth claim is the same as the fourth, with the addition, as in the last claim mentioned, of the words "one of the leaves being divided by a transverse score line." But, as we have seen, that feature affords no additional support to the claim. Like the fourth claim, it must stand or fall according as to whether that part of the claim in which "the line of fold for the sheet" is described as "running medially across the margin of the duplicate leaf" is held to be new and to involve invention or not.

The sixteenth claim is the same as the first claim, with the addition of a third leaf folded under and with one or more of the leaves divided by transverse score lines. As neither of these features or additions are new or involve invention, or afford subject matter for a patent, this claim is, in my opinion, no better than the first claim and cannot be supported.

That leaves the following question to be considered and answered: Are the fourth, sixth, eighth and fifteenth claims good because "the line of fold for the sheet" is

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described as "running medially across the margin of the "duplicate leaf?" For unless they can be upheld on that ground, I do not see any other upon which they may be supported. We have seen that in making a manifold sheet in accordance with the abandoned first claim of the patent so that the duplicate leaf with its binding margin may be of a greater actual area than the original leaf, the score line by which the leaves are connected and which enables them to be detached from each other, must be placed on that side of the line of fold which adjoins or is next to the original leaf. To use other words found in the claims to express the same thing, the score line must lie in the plane of the original leaf, if the duplicate leaf with its apertured binding margin is to be greater in area than the original leaf. If the score line lies in the plane of the duplicate leaf the original leaf will be the larger in area. For both leaves form part of one sheet, and there is nothing to separate or distinguish them excepting the score line. And if, as has been stated, the sheet is so folded as to form in the first instance two leaves of equal size, and the score line is placed in the line of fold the two leaves will of course be equal in area. Therefore the first claim really differs in this respect from the others now in question in this: that according to the first claim the score line that divides the two leaves may be made at any place in the plane of the original leaf; and being so placed the half of the folded sheet from which it is taken will contribute more or less, according to the position of the score line, to the binding margin of the duplicate leaf. While according to the fourth, sixth, eighth and fifteenth claims the score line must be so placed in the plane of the original leaf that the half of the folded sheet from which it is taken will contribute to the duplicate leaf just one half of the binding margin of the latter leaf. And that, it will be seen, is to use the sheet to the greatest advantage. For

taking a sheet of a given size you will in that way make the most of the sheet and get your leaves and the binding margin of the duplicate leaf as wide as it is possible to make them with a sheet of that size. Or to put the same thing in another way, if one wishes to use leaves and a binding margin of given widths he can in that way get them with a sheet of the least possible width. One need only take a sheet of paper and fold it for himself to see that the fact is as stated. You make the most of your sheet by placing the score line that divides the original leaf from the duplicate leaf immediately over the imaginary line that divides the latter from its binding margin and when you do that "the line of fold" of the sheet runs "medially across the margin of the duplicate leaf." Of course the gain is very little and the difference trifling where the line of fold of the sheet divides the binding margin in such a way that the two parts thereof are nearly, though not quite, equal in width. And that of course is open to anyone under the abandoned first claim of the specification. Let me by way of illustration attempt to put the question in another way. In all the claims now under consideration "the line of fold for the sheet" is described, as has been seen, as "running medially across the margin of the duplicate leaf." That is what happens when the score line is put in one particular place in the plane of the original leaf. It does not happen when such score line is placed in any other position in such plane. And after all it is a question of where the score line is put and not primarily a question of how or where the sheet is folded. As I understand it the sheet is in such a case always folded so that if it were divided at the line of fold one would have two leaves of equal size. And that is the natural and ordinary way of folding the sheet to obtain two leaves, whether one or both of such leaves are to have margins or binding margins or not. But if, as in the present case, the object is to get two leaves, one for

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an original and the other for a duplicate, the latter being of the larger area so that it will have a binding margin, while the other leaf has no such margin, the score line that separates the two leaves must be placed somewhere in the plane of what is called the original leaf. That position of the question is represented by the first claim made in the specification; and that claim being abandoned as being too broad, it is open to anyone to make and use manifold sheets made in that way. But having got that far is the claim good, is there any novelty or invention in placing the score line in one particular place in the plane of the original leaf, as distinguished from placing it in any other of the number of positions in which it may be placed in such plane? Is there novelty or invention when the score line is so placed in that claim that one half of the binding margin of the duplicate leaf will, before the leaves are separated from each other, lie in such plane? At first I was inclined to think that there was in this feature of the alleged invention some novelty and sufficient invention to support the claims now under discussion. Mr. Mignault contended that there was not, and he supported his argument by showing that the natural and ordinary way of folding the sheet is to fold it in the way mentioned; and that having done that it is clear to anyone of ordinary intelligence that if he wishes to have a binding margin for one only of the two leaves made by folding the sheet he will use his sheet with the greatest economy and advantage by so placing the score line that one half of such margin will be obtained from each leaf of the folded sheet. And that when explained and illustrated by folding a sheet of paper and placing score lines in the plane of what in the specification is called the original leaf does appear simple and obvious. But in such cases as this one has to guard against assuming that to be obvious which appears to be so when explained, but which without explanation or instruction may not be

obvious. On further consideration I have however come to the conclusion that Mr. Mignault is right. It appears to me that there is nothing abstruse or obscure, nothing that involves discovery or invention in seeing that if a binding margin is needed for one of the two leaves obtained by folding a sheet of paper so that one half of the sheet lies in one plane and the other half lies in another plane the most economical use that may be made of the sheet is to so place the score line that one half of such binding margin is obtained from each half of the folded sheet.

It is said however that the plaintiffs have established a large and profitable business in the manufacture and sale of manifold leaves such as are described in the specification of their patent, and the success of their enterprise is invoked in support of the claims made therein. I agree that that is something to which all due consideration must in cases of this kind be given. But such considerations are not conclusive, as every one knows. And in the present case there is no reason to think that the plaintiffs' success in the sale of their manifold sheets depends in any way on the narrow question that has been discussed of the difference that is to be found between the first claim and these now in question here; or that such success would have been any less had such sheets been manufactured in accordance with the first claim that has been abandoned, and with the second, twelfth, fourteenth and sixteenth claims which cannot, it seems to me, be supported. And the same observation is to be made with respect to the advantages and utility claimed for the alleged invention. There is nothing that has in that respect been urged in support of the fourth, sixth, eighth and fifteenth claims that may not with equal force, or almost equal force, be urged in favour of the first, second, twelfth, fourteenth and sixteenth claims. It is said that the patentee conceived the notion that it

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would be possible to effect a great economy in time, labour and material by reducing into one operation what had theretofore been two or several operations, namely, the making of an invoice, and the making of a day book or journal entry of the transaction represented by the invoice. That could be accomplished, it is stated, by means of a carbon process, coupled with a typewriter on the one hand and on the other hand by means of binders. And they devised sheets which were intended it is said to accomplish the purpose of combining these two operations into one operation. But none of these things were new, and all that was said in this behalf is as true of the manifold sheets described in the first claim as it is of the sheets described in the claims now under consideration. And the plaintiff company and the patentee concur in the admission that the sheets described in the first claim are not the proper subject-matter of a patent, but are open and free to the public generally. There is nothing new in making an invoice by means of a typewriter, or in making by the use of carbon leaves one or more duplicates of the invoice to be retained or to be bound up with other duplicates, if one wished to do that. Neither is there anything new or patentable in having margins for the purpose of binding such duplicate leaves. Such margins are necessary where the leaves are to be bound. Stated broadly, the claims put forward on behalf of the plaintiff company cannot, it is clear, be sustained and the company was, it seems to me, well advised in disclaiming the first claim of the specification. Then as to the feature that distinguishes that claim from the fourth, sixth, eighth and fifteenth claims, I have given my reasons for thinking that it does not afford a sufficient ground for supporting the latter claims.

The action will be dismissed with costs to the defendants.

*Judgment accordingly.**

Solicitors for plaintiffs: *Mills, Raney, Anderson & Hales.*

Solicitors for defendants: *Archer, Perron & Taschereau.*

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An application on behalf of the plaintiffs to vary the above judgment was now made, the grounds of such application appearing in the reasons for judgment thereon.

W. E. Raney, in support of the motion;

J. L. Perron, K.C., contra.

November 12th, 1906.

Judgment on the motion was now given by the JUDGE OF THE EXCHEQUER COURT:—

This case comes before the court at the present time on a motion to vary the judgment given on the 14th day of May, 1906, and to extend the time for appealing therefrom to the Supreme Court of Canada. The latter part of the motion is granted, and the plaintiffs given thirty days in which to take the appeal mentioned.

The ground on which the court is asked to vary its judgment is that the reasons given show that it had fallen into an error as to the scope of the first claim made in the specification attached to the letters patent in question in this case.

This claim, which the plaintiffs had disclaimed as being too broad, was made in these terms:—

“1. A manifold sheet having an original leaf and a duplicate leaf connected at a score line and folded together, the duplicate leaf having an apertured binding margin which makes it of greater actual area than the original leaf whereby when detached the duplicate leaf may be filed by means of its apertured margin.”

In discussing that claim and comparing it with other claims made I had in mind a sheet folded from left to right to make an original leaf and a duplicate leaf, the score line being so placed in the plane of the original leaf that the duplicate leaf with its binding margin would be of greater area than the original leaf, and it was stated in the reasons for judgment that “in order that the duplicate leaf with its margin may be larger in area than the original leaf it is necessary to place the score line on that side of the line of fold that adjoins the original leaf.” That is a mistake. The proposition is true only where the sheet out of which the two leaves, the original leaf and the duplicate leaf, are made, is folded from right to left. If the sheet be folded from left to right, the leaves being unequal, and the score line placed in the line of fold, the same result may be obtained.

I am very glad to have had an opportunity of making this correction, and I have considered the matter very carefully to see if by reason thereof the judgment rendered should be varied, or any material alteration made in the form of the argument by which it was supported. For obviously the reasons given might be insufficient and the judgment be right. As to the general form of the argument I do not see that it makes any material difference whether the second and other like claims are in substance the same as the first claim in one only or in both of the forms in which the manifold leaf may ac-

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ording to the latter claim be dealt with. If the first claim is open and free to the public, and if in one form in which the sheet may be folded and the leaves made in accordance with that claim the same result is obtained as that claimed in the second and other like claims, then it seems to me that the latter cannot be supported.

But apart altogether from the form of the argument and from any comparison of the first claim with the second claim and other claims embodying the like feature, it seems to me that there is nothing at all new in folding a sheet of paper to make two or more leaves. There is nothing new in folding it either from left to right or from right to left. There is nothing new in having score lines to separate the leaves from each other. There is nothing new in placing that score line so that one leaf may be

larger than the other, or that one of them may have a binding margin. It is, after all is said and done, a question of where to put the score line in a sheet that has been folded to make two leaves. It does not appear to me that there is any invention in placing that score line in the plane of what is called the original leaf, the sheet being folded from left to right; and for the reasons that were given in delivering the judgment of the 14th day of May, 1906, I am of opinion that the patent cannot be supported because according to certain claims the score line is so placed in the plane of the original leaf that half the binding margin is taken therefrom, as happens where the score line is so placed in reference to the line of fold that the latter runs "medially across the margin of the duplicate leaf."

The motion to vary the judgment is dismissed.

REPORTER'S NOTE: On appeal to the Supreme Court from the judgment of May 14th, 1906, the same was affirmed, and the appeal dismissed with costs (April 2nd, 1907).