PRACTICE—NEW TRIAL—GENERAL VERDICT SUPPORTED BY ONE GOOD SPECIFICATION OF NEGLIGENCE STANDS, THOUGH OTHERS INSUFFICIENT.—The plaintiff's automobile was damaged by striking a "silent policeman" lying in the street. He sued the defendant on two specifications of negligence in the maintenance of its highways: (1) in placing a guidepost in the street; (2) in allowing it to remain there after being knocked over. The trial court submitted both specifications of negligence to the jury, and a general verdict was rendered for the plaintiff. *Held,* that the general verdict must stand, since there were facts warranting a finding of negligence in allowing the guidepost to remain in the street after it had been knocked over, although placing it there was not in itself negligence. *Aaronson v. City of New Haven* (1920, Conn.) 110 Atl. 872.

Where there are two or more causes of action each giving rise to separate damages, the universal rule is that a general verdict will not stand where there is one bad count. *King v. Beaumier* (1918, Wyo.) 174 Pac. 612; *Hunt et al. v. C. B. & Q. Ry.* (1914) 95 Neb. 746, 146 N. W. 986; *Leverone v. Arancio* (1901) 179 Mass. 439, 61 N. E. 45. The English courts have applied this rule in cases where there is only one cause of action stated in several counts. *Grant v. Astle* (1781, K. B.) 2 Doug. 722; see *Hambleton v. Veere* (1662, K. B.) 2 Saunders Part 2, 169, 171a, note; 1 Chitty, *Pleading* (16th Am. ed. 1879) 426, 427. But the rule has been lamented by Lord Mansfield. *Grant v. Astle* (1781, K. B.) 2 Doug. 730. However, in an action for slander if all the words were spoken at one time and laid in one count, a general verdict will be sustained, although some of the words were not actionable. See *Hambleton v. Veere* (1662, K. B.) 2 Saunders Part 2, 169, 171d, note. This is somewhat analogous to the principal case where there are two specifications of negligence for one cause of action. Connecticut and South Carolina seem to have always had a rule contrary to the English one, applying to one cause of action stated in several counts. *Lewis v. Niles* (1792, Conn.) 1 Root, 433; *Neil v. Lewis* (1798, S. C.) 2 Bay, 204. There appears to be no practical reason for distinguishing between a cause of action stated with each specification of negligence in a separate count, and the same cause of action stated with all the specifications in one count. The weight of authority in the United States is against the rule of the instant case. *Fowkes v. J. I. Threshing Machine Co. et al.* (1915) 46 Utah, 502, 151 Pac. 53; *Wrought Iron Wrange Co. v. Zeitz* (1917) 64 Colo. 87, 170 Pac. 181. But various states have seen fit to incorporate it in their statutes. *Blanchard v. Vermont Shade Roller Co.* (1911) 84 Vt. 442, 79 Atl. 911; see Gen. Laws of Vt. (1917) 1799; *Pete Pochco v. Illinois Terminal Ry.* (1918) 210 Ill. App. 598; see Puterbough, *Pleading & Practice, Common Law Forms* (9th ed. 1917) 1153. While in others it seems to be the common-law rule. *Owens v. Hannibal and St. Joseph Ry.* (1874) 58 Mo. 386. The presumption under the English theory is that only sufficient issues were found to give the verdict for the plaintiff; therefore, if one specification is unsupported by the evidence the verdict must be reversed, as there is no way of telling on what issue or issues the jury based their verdict. On the other hand, the presumption in the principal case is that all issues were found for the plaintiff; therefore, one good specification will support the verdict. Where separate verdicts on each count or special interrogatories are allowed, the rule in the principal case merely puts the burden of asking for them on the defendant if he does not wish to risk a general verdict. In close questions of fact it may do injustice if separate verdicts are not demanded. But if recognized as a rule, the fault will then be with the party failing to request them. On the whole this rule tends to prevent retrials.

PROPERTY—UNPATENTED INVENTION NOT "PROPERTY" OF JUDGMENT DEBTOR.—The defendant, a judgment debtor, claimed to have invented a device for sound production, and to have constructed models thereof, which had not been patented or made public. Proceedings supplementary to execution were brought under the

New York Code of Civil Procedure, which provides that a debtor may be examined "concerning his property." *Held,* that the defendant's ideas were not "property," and that the defendant was under no duty to give information. *Rosenthal v. Goldstein* (1920, Sup. Ct.) 183 N. Y. Supp. 582.

A patent right is the personal property of the patentee. Schouler, *Personal Property* (5th ed. 1918) sec. 64. Under the procedure in most jurisdictions, such property may be reached by means of a creditor's bill in equity or proceedings supplementary to execution. *Barnes v. Morgan* (1875, N. Y. Sup. Ct.) 3 Hun. 703; see *Gillett v. Bate* (1881) 86 N. Y. 87, 92. And equity has the power to compel an assignment of patent rights to the creditor. *In re Cantelo Mfg. Co.* (1912, D. Me.) 201 Fed. 158; *Vail v. Hammond* (1891) 60 Conn. 374, 22 Atl. 954. A different situation exists, however, where the patent rights have been applied for by the debtor, but have not as yet been granted. The courts at one time hesitated to hold that the inchoate monopoly rights of the inventor at this point constituted his "property." *In re McDonnell* (1900, N. D. Iowa) 101 Fed. 239; *In re Dann* (1904, N. D. Ill.) 129 Fed. 495. Recent decisions, however, allow the creditor to reach these rights of the debtor. *In re Cantelo Mfg. Co.* (1911, D. Me.) 185 Fed. 276; *In re Myers-Wolf Mfg. Co.* (1913, C. C. A. 3d) 205 Fed. 289. A third situation is presented by the principal case, where the debtor has not as yet applied for patent rights. The possessor of an unpatented invention has, in addition to the power given him by statute to acquire a monopoly, rights that others shall not by fraud or by breach of confidence "steal" his secret. *Peabody v. Norfolk* (1868) 98 Mass. 452; *Tabor v. Hoffman* (1889) 118 N. Y. 30, 23 N. E. 12. He also has the power of assigning these powers and rights. See *Cammeyer v. Newton* (1876) 94 U. S. 225, 226; *Vulcan Detinning Co. v. American Can Co.* (1904) 67 N. J. Eq. 243, 247, 58 Atl. 290, 291. The original possessor of the invention and his assignees are under the liability that another, by independent search in good faith, will discover the secret, obtain a patent, and thus destroy their powers and rights. Nevertheless, similar rights and powers, however uncertain their duration, have been held to constitute "property." The right to the use of trade secrets and formulae has been protected in that guise. *Green v. Folgham* (1823, Ch.) 1 Sim. & Stu. 398; *Simmons Medicine Co. v. Simmons* (1897, E. D. Ark.) 81 Fed. 163. The right to the exclusive use of financial news for fifteen minutes after its receipt has also been held to be "property." *Kiernan v. Manhattan Quotation Telegraph Co.* (1876, N. Y. Sup. Ct.) 50 How. Pr. 194; see *International News Service v. Associated Press* (1918) 248 U. S. 215, 235, 39 Sup. Ct. 68, 71; and COMMENTS (1919) 28 YALE LAW JOURNAL, 387, 388. And dicta in several cases have upheld the view that unpatented inventions, especially where the secret has been worked into blue-prints or models, are "property" which a creditor can reach. See *Fisher v. Cushman* (1900, C. C. A. 1st) 103 Fed. 860, 866. The weight of authority, however, with which the instant case is in accord, refuses to recognize an inventor's rights in relation to his unpatented secret, as "property" which a creditor may reach in proceedings supplementary to execution.

SALES—PASSING OF TITLE—CHECK GIVEN AS CONDITIONAL PAYMENT.—Hogs were purchased at an agreed price to be paid by check at the time of delivery, which was to be made to the vendee or his agent. The hogs were delivered, and a check was given in payment which was presented in due course and dishonored. The vendee had, in the meantime, shipped the hogs to the plaintiff, who in turn had sold them. Upon the dishonor of the check, the vendor demanded of the plaintiff the proceeds of the second sale, under a claim of ownership. At about the same time, a creditor of the vendee commenced an action against him and attached the said proceeds in the hands of the plaintiff. The latter thereupon commenced this action in interpleader against the vendor, the vendee, and the creditor of the vendee. *Held,* that the vendor had the right to the proceeds,