

DIGEST OF ENGLISH LAW REPORTS.

SHERIFF.

1. A sheriff, with a writ *fi. fa.*, took a keeper to the debtor's house, showed the writ, and said, if the amount was not paid, the keeper would remain in possession. The debtor paid at once. *Held*, that there had been a seizure, and the sheriff was entitled to poundage.—*Bissick v. The Bath Colliery Co. Ex parte Bissicks*, 3 Ex. D. 174; s. c. 2 Ex. D. 459; 12 Am. Law Rev. 508.

2. A sheriff, under a *fi. fa.* writ, made a seizure of goods, and was then paid the amount by defendant, without sale. *Held*, that there had been a "levy," and he was entitled to poundage.—*Roe v. Hammond* (2 C. P. D. 300) overruled.—*Mortimore v. Cragg*, 3 C. P. D. 216.

SLANDER.

Where the Court has laid down that the occasion on which the words complained of were uttered was privileged, it is for the plaintiff to show affirmatively that the defendant acted maliciously, or from an improper motive, and not from a sense of his duty, and *bona fide*.—*Clark v. Molyneux*, 3 Q. B. D. 237.

SOLICITOR.

Where a plaintiff's solicitors of record in London employed his country solicitors to get evidence, and one member of the country firm did all the business alone, but had some affidavits sworn to before his partner, *held*, that these affidavits were inadmissible.—*Duke of Northumberland v. Todd*, 7 Ch. D. 777.

See ATTORNEY AND CLIENT, 1, 2.

SPECIFIC LEGACY.—See WILL, 5.

SPECIFIC PERFORMANCE.—See CONTRACT, 2.

STATUTE.—See RAILWAY, 2; TAXES.

STATUTE OF FRAUDS.—See FRAUDS, STATUTE OF.

SUB-AGENT.—See PRINCIPAL AND AGENT.

SURETY.

One E., an insurance agent, committed acts which his principal, an insurance company, was advised amounted to embezzlement, and the company ordered his arrest. Thereupon, some friends of E. had an interview with the company's manager, and proposed an arrangement by which the company should be secured and E. go free; but the manager refused to consider it. Later on the same day, the company was advised that E.'s acts did not amount to embezzlement, and the order for his arrest was thereupon countermanded. Two days after, E.'s friends, not knowing the order for arrest had been stopped, and not being informed of it by the company, made arrangement by which they became surety for E., by depositing a sum to be held as collateral security for the payment by E. of the amounts due the company from him. The sums not being paid, the com-

pany sued for this deposit against the sureties, and the latter brought a cross-action to annul the agreement. *Held*, that the agreement was not binding on the sureties, as having been made by them under the supposition that E. was liable to be arrested, to which supposition they were led by the company. *Semble*, also, that the agreement was bad, as savouring of compounding with felony; but the Court would interfere actively, and not stay its hand in such a case.—*Davies v. The London and Provincial Marine Ins. Co.*, 8 Ch. D. 469.

TAXES.

A taxing act must be construed strictly, *per* the Lord Chancellor (LORD CAIRNS).—*Cox v. Rabbits*, App. 3 Cas. 473.

TENANT IN COMMON.—See TRUST, 1.

THELLUSON ACT.—See WILL, 2.

TRADE-MARK.

1. In 1830, plaintiffs began making, at Angostura, Venezuela, a fluid which they called "Aromatic Bitters," and sold in England and other countries. In 1847, the name of the town of Angostura was changed to Ciudad Bolivar; but it continued to be called in England by the old name, and plaintiffs' stuff was generally known there as "Angostura Bitters." In 1870, defendant began making a different fluid at Ciudad Bolivar, from a process discovered by him at Upata. This he called "Aromatic Bitters;" but being enjoined in a suit by the plaintiff, by the English court at Trinidad, in 1874, from using that name, he adopted that of "Angostura Bitters." The bottles used by him were similar in size and shape to those of plaintiffs; and the words and descriptions on the wrapper were very similar, except that it was stated distinctly enough that the stuff was prepared by defendant, while plaintiffs had a like statement as to themselves. Defendant had his wrapper duly registered at Stationers' Hall. In 1875, plaintiffs removed to Port of Spain, Trinidad, and altered their wrapper by having printed thereon "Aromatic Bitters or Angostura Bitters," and notice of the removal. There was evidence that persons of skill had bought the defendant's bitters thinking they were those of plaintiffs. In an action to restrain the defendant from using the name "Angostura Bitters," and from imitating plaintiffs' wrapper so as to mislead the public, *held*, that the injunction should issue; but that if the defendant had discovered the plaintiffs' secret, and made the same stuff, he could not be enjoined.—*Sigert v. Findlater*, 7 Ch. D. 801.

2. The plaintiff got a patent for a kind of floor-cloth, in 1863, and continued the sole manufacturer thereof until the expiration of