The case of *Carr* v. *Hadrill*, 39 J. P. 246, may also be referred to as confirming the previous cases. A biscuit baker had been employed on the terms of a week's notice. One day he sent word that he was ill and unable to attend, and on inquiry this was found to be correct. After an absence of five weeks he returned, when the master refused to allow him to resume work. No notice had been given by the master to quit the service. The Court of Queen's Bench held that the contract was not discharged by the servant's absence from illness and, being still a servant, was entitled to his wages, and to return to work till he got a week's notice to leave.

The same doctrine was further confirmed in the case of *Poussard* v. *Spiers*, 1 Q.B.D. 410. The plaintiff agreed to sing and play in a female part in a new opera at a weekly salary of £11 for three months. The first performance was to be on the 28th November, She attended several early rehearsals, but the final rehearsal had not arrived when the plaintiff was taken ill. She continued unwell and unable to attend the rehearsals for the first performance on 28th November, so that another artist had to be engaged temporarily. On the 4th December the plaintiff was well enough to perform and tendered her services, but these were declined. The question of importance was whether the employer was entitled to rescind the contract when it was discovered that the plaintiff was so ill as to endanger the success of the opera. And the court held that as the inability to attend the first performances went to the root of the matter, it entitled the employer to rescind the contract.

The recent case of *Patten, appellant*, v, *Wood, respondent, ante*, p. 549, was scarcely needed in order to ascertain the law bearing on these matters, but as the magistrate made a mistake, it obviously requires to be borne in mind how the law stands. The appellant, a plumber, had taken as apprentice the respondent, and the deed covenanted that he should pay the apprentice, after a certain date, 14*s*. a week. During that year the apprentice had a tumour in his right hand, and it necessitated his going to a hospital to be treated, and he became an in-patient for a fortnight and underwent an operation. For the next fortnight he was an out patient. The apprentice claimed wages during his absence and the master refused, whereupon the application was made to justices under 38 & 39 Vict. c. 90, for an order on the master to pay these. The magistrate refused and held that the master was not liable. The court, however, held that the magistrate was wrong, and that the series of cases which had established the right of the servant had been overlooked. Such a point can scarcely indeed be argued when the authorities are properly understood and applied.—*Justice of the Peace.*

NOTES OF CANADIAN CASES.

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CHANCERY DIVISION.

Proudfoot, J.] [November 9.

SMITH v. FAIR.

Trade mark—Canadian and Imperial Acts—Colour—Seal—Former action—Account of profits—Necessity for registration—Goodwill—Assignment.

Action by the plaintiff, a cigar manufacturer, to restrain the defendant from infringing certain of the plaintiff's trademarks, amongst others a certain trademark consisting of a seal with portions of ribbon attached and the letters "R. S." forming a monogram above, below, and beside it, and the words "Red Seal"; and also a similar seal but made of wax or other composition, with portions of ribbon attached and the letters "R. S." in monogram thereon.

Held, the above constituted a good trademark.

The Canadian Trademark and Design Act of 1879, sec. 8, defines trademarks in much more comprehensive terms than the Imperial statute of 1883, sec. 64, and some care must be used in considering decisions in the English court.