

fine, could not except to the declaration on the ground that it did not show that he had jurisdiction to convict. It is not necessary, in averring a conviction, to shew that the complainant prayed the justice to proceed summarily. (*Bagley qui tam. v. Curtis*, 15 U. C. C. P. 366.)

ADVANCE UNDER CON. MUN. LOAN FUND ACT—DISCHARGE OF RAILWAY STOCKHOLDERS BY ACT OF PARLIAMENT—CONSEQUENT CLAIM FOR EQUITABLE RELIEF.—Where a township municipality advanced a large sum of money to a railway company, under the provisions of the Consolidated Municipal Loan Fund Act, and some of the stockholders of the company were afterwards released from their liability by an act of the Legislature, passed nearly eighteen months after the works on the road were stopped for want of funds, and new companies were formed under that and subsequent acts of the Legislature, which released the new corporations from the construction of the original line of road, until a new line had been constructed, and it appeared that there was no immediate prospect of such a result. *Held*, reversing the judgment of the court below, that the municipality was not released from their liability to the Crown. (*V. C. Spragge dissentiente.*) (*Norwich v. Attorney General*, 2 E. & A. Rep. 541.)

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

RAILWAY COMPANY—COMPENSATION FOR AN INJURY—EQUITABLE FRAUD.—A tradesman and his wife were passengers by an excursion train to which an accident occurred, and they received injury and were attended by a surgeon, and two others employed by the company, and they accepted and signed a receipt for £15 as compensation, but subsequently brought an action for £1,700, to which the company pleaded not guilty and set up the receipt. The plaintiffs then filed a bill alleging a fraud, by which they were induced to accept the £15, and asking a declaration that, under the circumstances, the payment was not a full compensation, and to restrain the company from relying on the plea of the receipt. A demurrer to this bill was overruled. (*Stewart v. The Great Western Railway Company and Saunders*, 13 W. R. 886.)

DAMAGES—CONTRACT OF SALE.—The loss of profit on a re-sale cannot be taken into calculation in estimating the damages which the original

vendor is liable to pay for non-delivery; although the original contract was a contract for "forward delivery," and, in the place where it was made such purchasers are commonly followed by a re-sale, and are made with that view, and although such a re-sale has been actually made before the breach of the original contract by non-delivery. (*Williams v. Reynolds*, 13 W. R. 940)

RAILWAY—CONVEYANCE OF PASSENGERS—LIABILITY FOR PUNCTUALITY OF TRAINS—EVIDENCE OF CONTRACT OR DUTY—TIME TABLE—TICKET.—The Great Western Railway Company's line extends from C. to G., and from G. to N. the line belongs to other companies. By arrangements with these companies the Great Western Railway Company issues tickets from C. to N. The plaintiff took a ticket from C. to N., and he and another person stated in evidence that they knew that the train ought to start from C. at 4.34, and arrive at G. at 7.30, in which case the plaintiff would have gone by the 8.17 train from G. to N. The plaintiff was told by the station-master when he took his ticket that he would go through to N. by the train about to start, and he was also told afterwards by a porter that the train should start at 4.34. The train, owing to a break down, was late at C., and in consequence the plaintiff missed the 8.17 train from G.; and he could not proceed from thence to N. till the 8.17 train next day, and incurred various expenses and losses, for which he brought this action. The ticket was put in evidence on the part of the plaintiff, but the defendants' train bill was not. No evidence was given on the part of the defendants. *Held*, that the plaintiff could not recover, as there was no evidence of any breach of contract or duty on the part of the defendants. (*Hurst v. The Great Western Railway Company*, 13 W. R. 950.)

TRADE MARK—INFRINGEMENT—FALSE REPRESENTATIONS—COLOURABLE IMITATION—PROPERTY IN TRADE MARK.—The Court of Chancery will not protect a person in the use of a trade mark which contains false or misleading representations concerning the character of the goods to which it is applied.

Accordingly, where the purchasers of a manufacturing business, and of the right to use a trade mark, adopted and continued the use of such trade mark, which contained the name of the firm from whom they purchased, and statements and representations which had ceased to be true as regarded the article they manufactured. *Held*, that they were not entitled to relief against an infringement of such trade mark.