

Act unless the defence was reasonably necessary in the interests of the ship. And (2) that the term "wages" will include a bonus promised to a master by the owners in addition to his agreed wages, on condition that he remained with the vessel and satisfied the owners that he had done all in his power to promote the interests of the ship.

DESIGN—REGISTRATION—PATENT AND REGISTERED DESIGN FOR SAME INVENTION—INFRINGEMENT.

*Werner Motors v. Gamage* (1904), 2 Ch. 580, was an action to restrain the infringement of a design for frames of motor cycles. On November 8, 1901, the plaintiffs applied for a patent for an improvement in frames for motor cycles and delivered a provisional specification; on No. 18, 1901, the plaintiffs registered the design of a frame for motor cycles; on August 8, 1902, they delivered a complete specification for the patent applied for on Nov 8, 1901, the specification contained a drawing identical with the registered design. The defendant had infringed the registered design, and contended that the effect of the plaintiffs obtaining a patent dated prior to the registration of the design was to annul the registration of the design, because the prior patent precluded registration for want of novelty. Byrne, J., gave judgment for the plaintiffs which was affirmed by the Court of Appeal (Williams, Romer and Cozens-Hardy, L.JJ.), the court being of opinion that in the circumstances of this case the two rights under the registration of the design and the patent could co-exist, because at the time of the application for the patent in Nov., 1901, there had been no publication of the design, the provisional specification being merely a statement in writing without any drawing shewing the shape of the frame as registered.

COMPANY—RECONSTRUCTION—ARTICLES—POWER TO SELL UNDERTAKING FOR SHARES IN ANOTHER COMPANY—SALE FOR PARTLY PAID SHARES—ULTRA VIRES.

*Manners v. St. David's Gold Mines* (1904), 2 Ch. 593, was an action to restrain the defendant company from carrying out a sale of its undertaking on the ground that the sale was not warranted by the articles of Association. The articles authorized a sale of the undertaking for shares of a new company, such shares to be distributed in specie, but so that no sale was to be made which would amount to a reduction of capital without the sanction of the court. The capital of the company having been fully paid, a scheme of reconstruction was adopted whereby the undertaking was to be sold to a new company in consideration (among other things) of partly paid shares in the new company, which