

to recover the price of coals procured for the use of the vessel. By a charter party it was agreed that the owners should keep the vessel in an efficient state during the term of the charter-party, and also that if in consequence of a breakdown of its machinery the vessel put into a port other than that to which she was bound, "port charges, pilotages, and other expenses" should be borne by the owners. The steamer put into Vigo, a port to which she was not bound, in consequence, as was alleged by the master, of a breakdown of the condenser. While at Vigo the coals in question were purchased for the use of the vessel. Butt, J., however, held that even assuming that the putting into Vigo was a necessary consequence of the breakdown of the machinery, yet the price of coals supplied to the vessel while she was there was not part of "the port charges, pilotages, and other expenses at the port," and he therefore held that the plaintiff was not entitled to recover.

The only other case in the Probate Division is *Read v. The Bishop of Lincoln*, in which those who care to dive into ecclesiastical law will find a learned and elaborate judgment of the Archbishop of Canterbury as to his jurisdiction to try his suffragan bishops for alleged ritual offences.

TRADE MARK—APPLICATION OF WORDS TO A DIFFERENT ARTICLE.

*In re Dunn*, 41 Chy.D. 439, was an application to register as a trade mark the words "Dunn's Fruit Salt Baking Powder." The words "Fruit Salt" had been used for many years by one Eno, as a trade mark for an effervescing drink, and he opposed the registration. Kay, J., and Cotton, L.J., were of opinion that although Eno had no monopoly in the words "Fruit Salt," and although the words were descriptive, and not in themselves deceptive, yet that their use by Dunn under the circumstances was calculated to deceive the public within the meaning of the *Patents, Designs, and Trade Marks Act*, 1883, s. 73, and therefore that Dunn's application ought to be refused; but the majority of the Court of Appeal (Lindley and Fry, L.JJ.) held that although Dunn had adopted the words "Fruit Salt" on account of the popularity they had acquired through Eno's use of them, yet as Dunn's trade mark was for a totally different article, which did not interfere with Eno's trade, the Court ought not to refuse its registration, which was accordingly allowed.

ATTACHMENT OF DEBTS—AGENT—BANKING ACCOUNT—APPROPRIATION OF PAYMENTS—RULE IN CLAYTON'S CASE.

In *Hancock v. Smith*, 41 Chy.D. 456, the Court of Appeal (Lord Halsbury, L.C., and Cotton and Fry, L.JJ.) in overruling *North, J.*, have arrived at a conclusion which certainly seems more in accordance with natural justice than was that which was overruled. The judgment creditor of a stock broker attached a balance at a bank standing to the credit of the broker. The broker disclaimed all beneficial interest in this balance, and admitted that it was the property of certain clients of his in certain specified proportions. It appeared that since money of two of the clients, admitted by the broker to be entitled to the balance, had been paid in, drawings out in excess of the then balance had been