have the agreement for a lease specifically performed; and that neither an application made by him two years previously for a lease at a reduced rent (which was refused), nor an application to the landlord for payment of an amount expended in repairs (which had been allowed to the tenant), amounted to a waiver of his rights, though the plaintiff was bound to refund the cost of the repairs. *Moss* v. *Barton*, Law Rep. 1 Eq. 474.

Companies Act—Prospectus—Misrepresentation.—A person who would otherwise be entitled to set aside a contract on the ground of fraud, cannot do so if, after discovering the fraud, he has acted in a manner inconsistent with the repudiation of the contract. Where, therefore, a person was induced to take shares in a company, on the faith of representations contained in the prospectus, which he afterwards discovered to be false, and subsequently to the discovery, instructed his broker to sell the shares:—*Held*, that his name could not be removed from the register. *Ex parte Briggs*, Law Rep. 1 Eq. 483.

Trade Mark—Use of particular Numbers—The plaintiff, being a thread manufacturer of repute, the defendant bought in the market thread, wound on spools, not made by the plaintiff, of inferior quality, and cheaper than his, and not bearing his name, but marked with the name of a firm of winders of thread, who were known to be accustomed to purchase of the plaintiff thread in the hank for the purpose of winding, and selling it when wound. Defendant sold the goods to a wholesale customer, with the assurance (given, as he said, without knowledge of any misrepresentation) that they were of the plaintiff's make, and invoiced them to the customer under the description of certain numbers, which the plaintiff had adopted and exclusively used in order to designate his particular manufacture. The customer attached the plaintiff's name and numbers to the spools of thread, and retailed it to the public as of the plaintiff's make:—*Held*, that there was not such a degree of wilful misrepresentation on the part of the defendant as would justify the Court in granting an injunction, and bill dismissed, but without costs. The name of a manufacturer, or a system of numbers adopted and used by him, in order to designate goods of his make, may be the subject of the same protection in equity as an ordinary trade mark. *Ainsworth* v. *Walmsley*, Law Rep. 1 Eq. 518.

Vendor and Purchaser—Fiduciary Relation.—A., a nephew of a former trustee of B.'s property, being commissioned by his uncle to advise B., a young man, aged twenty-three, of intemperate and extravagant habits, in the settlement of his college debts, which amounted to £1000, and to advance him £500 for the purpose, offered to give him £7000 for his undivided moiety of an estate under which there were coal mines, the working of which had been discontinued for fifteen years. Pending the negotiations, A. obtained from C., a mining engineer, an estimate, putting the value of the minerals under the entire estate at £20,000. A separate solicitor was employed for B. A. did not communicate the valuation to B., nor did he suggest to him that he should consult a mineral surveyor before concluding the matter. B. accepted A.'s offer of £7000, and died shortly after executing the conveyance. On bill by B.'s administrator to set aside the purchase:—*Held*, that such a fiduciary relation existed that the suppression from B. of C.'s valuation rendered it impossible for the Court to sustain A.'s purchase. *Tate* v. *Williamson*, Law Rep. 1 Eq. 528.

Partnership—Specific Performance.—Partnership articles provided that no partner should sell his shares except as follows:—That the partner desirous of selling should offer the shares to his copartners collectively; if they should decline, then to the partners desirous of collectively purchasing; and if none such, then to the partners individually; after which he might sell to a stranger. One of four partners offered his shares to the other three collectively (one of whom to his knowledge would not purchase). The remaining two declared their willingness to accept, and were told that no offer was made to them:—*Held*, that the offer to the three enured for the benefit of the two, and specific performance decreed accordingly. *Homfray* v. *Fothergill*, Law Rep. 1 Eq. 567.