

THE LAW OF TRADE MARKS—RETROSPECTIVE STATUTES.

each to be ignorant of the other, would any fair use of either be calculated to deceive, both being of the same colour? This raised the question of fact, which was answered in the affirmative. The Lords Justices, however, were not altogether unanimous, for Lord Justice Cotton entertained great doubts as to the decision of the Master of the Rolls. Speaking for himself, he was of opinion that there was sufficient difference between the two marks and distinctness of device to prevent the Court from arriving at the conclusion that the proposed mark was so similar to that already registered as to be calculated to deceive. This difference of opinion was, it will be noticed, really upon a question of fact. It had no influence upon the result of the case.—*Law Times*.

RETROSPECTIVE STATUTES,

May they validate prior void contracts; and as a consequence render invalid intermediate valid contracts made by one of the parties with others: So held by Judge Moran.

In the case of *J. Y. Scammon v. The Commercial Union Insurance Company*, in the Circuit Court, before Judge Moran, a verdict was rendered in favour of the defendant. It seems that on the 9th day of July, 1872, Scammon borrowed \$220,000 in gold from the United States Mortgage Company, and secured it by mortgage on No. 409 Michigan Avenue and other adjoining property. He made default in payment of interest in December, 1873, but in January took out \$20,000 insurance on No. 209 Michigan Avenue. In February, 1874, the Company declared the whole loan due, and advertised the property for sale under a power to sell contained in the mortgage. The property was sold thereunder March 31, 1874, and struck off to J. H. Rees for \$100,000, and he conveyed to Mr. Babcock individually, he being at the time president of the Mortgage Company. Scammon, however, did not surrender possession of the property, but remained in actual possession, claiming title, until the fire of July, 1874, when the buildings were destroyed. Failing to get the insurance on the property, he

began a suit against the Commercial Union Assurance Company, one of the insurers, claiming the foreclosure proceedings were void because the Mortgage Company was a foreign corporation, and prohibited from loaning money or taking securities in Illinois, at any time between July, 1872, and the time when the property was destroyed by fire, and that hence he had not then parted with the title to the property, but had the same interest in it as when he got it insured.

The Insurance Company, on the contrary, claimed that the subsequent Act of April, 1875, in terms validated prior mortgages between July, 1872 and 1875, and operated in favour of the Mortgage Company so as to make good the mortgage in question from the time it was given, and, as a consequence, that it validated the foreclosure proceeding which had taken place before the fire, and by relation back divested Scammon's title out of him, as of the time when the attempted foreclosure was made some months before the fire. On this question the judge held for the defendants, and instructed the jury to find in their favour, which was done. Mr. Scammon took an appeal.—*Chicago Legal News*.

CANADA REPORTS.

ONTARIO.

COUNTY COURT CASE.

REGINA V. SEATON.

Liquor License Act—Rev. Stat. Ont. cap 181, sec. 28.

[London, July 13, 1880.]

On the 29th of April, 1880, a tavern license was issued to W. D. Campbell, to be in force from the 1st of May, 1880, to the 30th April, 1881, for the hotel known as the Western Hotel, in Strathroy. On the 3rd day of June last, Campbell removed from the hotel, gave possession to Seaton, and assigned the license to him. On the 10th, Seaton, at the suggestion of the Chairman of the Board of License Commissioners, paid into the Bank of Commerce \$7.00, the transfer fee, to the credit of the License