

5 Nov., 1896.

New Brunswick]

TORROP V. IMPERIAL INSURANCE CO.

*Fire insurance—Condition in policy—Breach—Change of interest—
Chattel mortgage—Waiver of forfeiture—Powers of agent.*

A fire insurance policy on a spool factory and machinery, contained a condition providing that if "the said property shall be sold or conveyed, or the interest of the parties therein changed," the policy would be void.

Held, affirming the decision of the Supreme Court of New Brunswick, that a chattel mortgage of the property executed by the assured was a "change of interest" within the meaning of said condition and forfeited the policy.

Held, further, that an agent whose powers were limited to receiving applications to be forwarded to the head office, and collecting the first premiums on delivery of the policy when issued, had no authority to waive the forfeiture caused by the breach of said condition.

Appeal dismissed with costs.

McLean, for the appellant.

Pugsley, Q.C., and *Hanington, Q.C.*, for the respondents.

 CHANCERY DIVISION.

LONDON, 6th November, 1896.

Before KEKEWICK, J.

In re THE EASTMAN PHOTOGRAPHIC MATERIALS COMPANY'S
TRADE-MARK (31 L. J.)

*Trade-mark—Descriptive word—'Solio'—Registration—Patents,
Designs, and Trade-marks Act, 1888, s. 10, subs. 1, (e).*

This was a motion asking that the Comptroller-General of Patents might be directed to register the word 'Solio' in connection with photographic paper. The Comptroller had refused to register the word upon the ground that it indicated the character and quality of the goods. It was apparently the practice of the Comptroller not to put on the register the word 'sun' or 'sol' in connection with photography. The question was whether