

an interim injunction, Byrne, J., held that the plaintiffs were not entitled to an injunction unless they could show that there was, or was likely to be, some substantial risk of a liability being cast on them by reason of the defendant's use of the former firm name, and as this was not shown, he refused to make any order, and his judgment was affirmed by the Court of Appeal (Lindley, M.R., and Rigby, and Williams, L.J.J.) although the latter court expressed the opinion that it would be more satisfactory if the defendants would continue to use (as they had done since the hearing before Byrne, J.) the name of "Burchell, Wilde & Co.," but this was presumably by way of advice only, and not in any way a decision that they were bound so to do, or to abstain from using the name of "Burchell & Co."

**PATENT—INFRINGEMENT—INFRINGEMENT ARTICLES SENT ABROAD.**

*British Motor Syndicate v. Taylor* (1900) 1 Ch. 577, was an action brought to restrain the infringement of the plaintiff's patent. The plaintiff obtained judgment with a reference to assess damages. On the reference it appeared that the defendants had purchased articles in England infringing the patent, and had transmitted them for sale to the defendant's branch business house in Paris. The Master assessed the damages on the basis that such articles constituted an infringement, and on appeal Stirling, J., affirmed his ruling holding that the transport of the articles within the United Kingdom under the circumstances was "making use" of the invention within the meaning of the patent, and constituted an infringement thereof. The Master assessed the damages at £8 for each infringing article, but Stirling, J., on a review of the evidence, was of opinion that the damages allowed were too high, and reduced the amount to £5 per article.

**LUNATIC—CONTRACT TO PURCHASE LAND—VOIDABLE CONTRACT—COMPLETION OF PURCHASE BY COMMITTEE—CONVERSION.**

In *Balwyn v. Smith* (1900) 1 Ch. 588, the point to be settled was whether or not there had been a conversion of a lunatic's estate from personalty to realty. The facts being that the lunatic while of unsound mind had entered into a contract to purchase a parcel of land. He was subsequently declared a lunatic, and a committee appointed who was authorized by the court to complete the purchase, which was accordingly done, and the purchase money was