the defendants ever had with the plaintiff in pork speculations were made in the usual gambling way," and that "the defendants furnished margins, and the pork was to be held till they were eaten up," meaning presumably the margins and not the pork. This is not an action between the parties to a gambling transaction at all. It is an action by an agent to recover advances made in a course of business proved to have been usual between the parties previously. The Chicago brokers looked to the plaintiff for their pay, and he produces and proves their receipt, and proves moreover, by a witness named Vipond, that the defendant Shea promised to pay the account. I am not going to discuss the subject of what are, or what are not gambling transactions. There is nothing precise before me, either in the pleadings or in argument, to show that, as between the so-called purchasers and vendors here, there was anything illegal, and even if there was, there is nothing whatever to reach the third party, the plaintiff, whose money was used by the defendants; and going even a step farther, and assuming that the plaintiff's advances were for gambling purposes, the parties probably may be surprised to hear that a person advancing money for the purpose of betting at cards may recover it from the one to whom he advanced it, and that transactions made illegal by our law are only transactions in our own country, and not transactions in a foreign country; but I decline to give any opinion upon these important questions. If the defendants attach importance to them, they should be properly raised and properly argued. I have other things to do besides furnishing factums in appeal to parties who come before me, not to state or to elaborate by exposition and authority what they may contend for as the law, but come as it were fishing for law, in the hope of hooking something that may serve elsewhere.

Judgment for plaintiff for amount claimed.

Robertson & Co. for plaintiff.

Curran & Co. for defendant.

—It is stated that the cost of the new Palace of Justice in Brussels, which will be a splendid building, will amount to 35,000,000f. The original estimate was 8,000,000f.

CURRENT EVENTS.

ENGLAND.

A QUESTION OF NEGLIGENCE.—A curious question of negligence arose in the case of *Firth v. Bowling Iron Co.*, decided on the 2nd ult. by the Common Pleas Division of the English High Court of Justice. The action was for the loss of a cow which had died from eating a piece of wire fencing. Plaintiff and defendants were adjoining occupiers of land, and the defendants had fenced off the land occupied by them with a fence composed of iron rope. From exposure to the weather the strands of wire rusted and separated into pieces, some of which fell to the ground and lay hidden in the grass of the plaintiff's adjoining pasture. In 1867, two heifers belonging to the plaintiff had died in consequence of taking up pieces of wire while grazing in the plaintiff's said pasture. The court *held* that the action was maintainable; for that the defendants, by maintaining this fence, the nature of which was known to them, were liable for the injury caused to the plaintiff, which was the natural result of the decay of the wire.

UNITED STATES.

INFRINGEMENT OF TRADE MARKS.—The New York Supreme Court, in the recent case of *Enoch Morgan Sons' Co. v. Schwachhofer*, has rendered a decision on an interesting point of the law respecting trade marks, particularly imitations of labels for the purpose of imposing on the public. The subject is one of increasing importance, and as the judgment refers to the principal decided cases, it will be of value to members of the profession who may have to examine similar questions. We copy the report below:

ENOCH MORGAN SONS' CO. v. SCHWACHHOFER.

Plaintiff had for many years made and sold a soap named by him "Sapolio." Each cake sold was inclosed in two wrappers, a tin-foil and a blue one, the wrappers containing the name of the soap and certain printed words and cuts. Defendant offered for sale a soap he called "Saphia." Each cake was inclosed in a tin-foil and a blue wrapper, containing printed words and figures differing entirely from those on plaintiff's wrappers, but having a general resemblance and calculated to deceive the public into a belief that the soap was that manufactured by plaintiff. *Held*, that plaintiff was entitled to an injunction restraining defendant from vending his soap in the tin-foil and blue wrapper.