Sand Blast Company, was an application for an interim injunction under the following circumstances: The defendants were owners of a certain patent in England, and of a similar patent in Belgium, and granted a license to use the patent in Belgium to the plaintiffs; and the plaintiffs under this license, manufactured articles in accordance with the patented invention in Belgium, and sold them in England; whereupon the defendants issued a circular warning persons engaged in the trade that the importation and sale of articles made in foreign countries, except by themselves, would be a violation of their patent. The plaintiffs then brought this action to restrain the issue of this circular, and applied for an interim injunction. The Court of Appeal held that Pearson, J., was right in refusing the injunction. It was contended by the plaintiffs that although there was not in express terms in the license any grant of a right to sell the articles in England when manufactured under the license in Belgium, yet this was necessarily implied, and was a right which was necessarily carried to the plaintiffs by the grant of the license which the defendents had made to them. This is pointed out to be fallacious reasoning, for that though it was the consequence of the plaintiffs being in Belgium lawful manufacturers and lawful owners of the goods, and incident to that ownership, that they could sell anywhere where the law of the country did not prevent them selling; yet the mere fact that the grantors of the license had a monopoly in England would not impart, as a matter of construction into the license, the grant to interfere with that monopoly, when there had been no express grant of a right to sell in England. As Cotton, L.J., says at p. 8: "The license is merely a license, and puts the plaintiffs in no better position than if they were grantees of the Belgian patent." And as to the circular complained of, he says: "I may say, for my own part, I think that where circulars of this kind are honestly issued the Court ought not to interfere, at least till the hearing of the cause, to stop the circulation of them, unless there is a very strong *primâ facie* case in the evidence before the Court that there is a violation of some contract entered into between the plaintiffs and the defendants." *Betts* v. *Wilmott*, L. R. 6 Ch. 239, is commented on and distinguished.

FACTOR—LIEN—RESTRICTION PLACED BY PRINCIPAL ON POWERS OF FACTOR.

At p. 31 is a case, *Stevens* v. *Biller*, to which it is merely necessary to state that the point decided is that an agent who is entrusted with the possession of goods for the purpose of sale, does not lose his character of factor, or the right of lien attached to it, by reason of his acting under special instructions from his principal to sell the goods at a particular price and to sell in the principal's name. The case would from the report appear to be one of first impression.

COMPANY—COSTS OF FORMATION OF COMPANY.

At p. 103 is the case of *In re Rotterdam Alum and Chemical Company*, where P., who on the retainer of M. had acted as solicitor in respect to the formation of a certain limited company for the purpose of taking over M.'s business, now, the company having been formed, preferred a claim against it for his costs incurred about its formation, and, failing to prove any contract on the part of the company to pay him, nevertheless urged that he was entitled to recover on the ground that the company having had the benefit of his services ought to pay for them. The Court of Appeal held that this argument could not prevail. Lindley, L.J., says, p. 111: "it is said that P. has an equity against the company, because the company has had the benefit of his labour. What does that mean? If I order a coat