

two reports of the case, and while it is conceded that a covenant to repair might not involve a liability to renew the whole subject matter if it fell simultaneously into decay, yet it does involve renewal of subsidiary parts which from time to time wear out or fall into decay.

TRADE DESCRIPTION—IMPROPER APPLICATION OF TRADE DESCRIPTION TO GOODS—BOTTLES BEARING TRADE DESCRIPTION—USE OF BOTTLES FOR SALE OF GOODS NOT OF DESCRIPTION EMBOSSED ON BOTTLES—TRADES MARKS ACT, 1887 (50-51 VICT. c. 28, s. 5 (1, 2)—(R.S.C. c. 71, ss. 5, 21, 22).

*Stone v. Burn* (1911) 1 K.B. 927 was a prosecution for breach of the Trades Mark Act. The defendant was a bottler of beer and had used the bottles embossed with the name of the Felinfoel Brewery for bottling Bass & Co.'s beer. He placed on the bottles labels shewing that it was Bass & Co.'s beer. He was convicted of the offence, and on appeal to a Divisional Court (Lord Alverstone, C.J., and Pickford and Coleridge, JJ.), the conviction was sustained. It may perhaps be a question whether the same conclusion could be reached under R.S.C. c. 71, s. 21, which makes an intent to deceive an ingredient of the offence. Under the English Act the offence is complete by enclosing goods in a package which has on it a trade description not answering to the contents, even though there be no intent to deceive.

SALE OF GOODS—C.I.F. CONTRACT—"TERMS, NET CASH"—RIGHT TO INSPECT GOODS BEFORE PAYMENT—PAYMENT ON PRODUCTION OF SHIPPING DOCUMENTS.

*Biddell v. E. C. Horst & Co.* (1911) 1 K.B. 934. In this case the Court of Appeal (Williams, Farwell and Kennedy, L.JJ.), have reversed the judgment of Hamilton, J., (1911) 1 K.B. 214 (noted ante, p. 185), and hold that on a c.i.f. contract "terms net cash," the vendee is entitled to inspect the goods before paying the price. Kennedy, L.J., however dissented; he thought the c.i.f. contract imported an obligation on the part of the vendee to pay on production of the documents of title; and that to hold otherwise would be imposing on the vendor the duty of delivering the goods to the vendee before he can demand payment, which he thought would be contrary to the decision of the Court of Appeal in *Parker v. Schuller*, 17 Times L.R. 299. The majority of the Court, however, considered that there was no