

already been made, imports of free goods, mainly raw materials for manufacturers, show a decline compared with a year ago. The item wherein the decline is most marked is hides, and we need not wonder at this considering the peculiar recent phase of the leather market. Free metals, dyes and chemicals, wool, are other items.

We may now turn to exports, and note in particular a great increase of products of animals gone abroad. It is pleasing to notice the new item in the export returns, "gold-bearing quartz, nuggets, etc," which is likely to grow in amount.

EXPORTS, PRODUCE OF CANADA.		
Produce of	May, 1896.	May, 1895.
The Mine.....	\$ 643	\$ 55
" Fisheries.....	17
" Forest.....	42,998	16,408
" Field.....	36,429	50,205
Animals, etc.....	242,144	106,956
Manufactures.....	97,018	122,844
Total.....	\$419,244	\$296,468

BRITISH COMMERCIAL AGENTS IN THE COLONIES.

All Canadians are agreed as to the desirability of developing trade between Great Britain and her colonies. But the means of doing it are a subject of dispute. There are many hindrances in the way of preferential trade and of other radical changes in commercial policy suggested at the present time. It cannot be said that Canadians are alone in their desire to secure closer trade relations between the different countries in the Empire. English exporters recognize that American manufactures are extending their trade with Canada, while other foreign manufacturers are, with profit, developing trade with British colonies, and, in consequence, the British Government and press are discussing the advisability of new trade policies for the Empire.

It is just possible that the British authorities are not making the most of present opportunities for trade. The consular service of the United States, extending to Canada, is doing much to discover and enlarge avenues of trade between the two countries. But the British consular service does not include the colonies, and the Government have no such official representation here. The political services of British consuls is, of course, not required in Canada, but there are directions in which their commercial services might be used advantageously. Most of the British colonies have commercial agents residing in England, who are attempting to develop colonial export trade. Their efforts have been as a rule very successful, and it would seem that commercial agents representing the Imperial Government might with advantage be appointed to reside in the colonies and look after the interests of British manufacturers.

TRADE-MARK DECISIONS.

The word "Bovina" was held to be an infringement on "Boviline." *Lockwood v. Bostwick*, 2 Daly, 521.

The word "Chatterbook" was held to be an infringement on "Chatterbox." *Estes v. Leslie*, 59 Fed. Rep. 91.

The word "Cocoin" was held to be an infringement on "Cocaine," according to *Burnett v. Phalon*, 5th Abbott's Prac. (N. S.) 212.

The word "Saponite" was held to be an infringement on "Sapilio." *Enoch Morgans Sons' Company v. Elder*, Cox's Manual, 713.

The word "Maiznarina" was held to be an infringement on "Maizena." *Glen Cove Manufacturing Company, v. Ludeling*, 22 Fed. Rep. 823.

In the matter of *Scheudel versus Silver* (63 Hun. 330) the Supreme Court of New York State held that the words "Nickle Saved" was held to be an infringement on "Nickel-In."

Similarly in the case where the Apollinaris Springs Company in Germany, "Gesellschaft Apollinaris-Brunnen" sued one Somborn (14 Blatthf., 380), the word "Apollinis" was held to be an infringement on "Apollinaris," and therefore to be prevented.

Here are two more German cases: First, the word "Hostetler" was held to be an infringement on "Hostetter." *Hostetter v. Vowinkle*, 1 Dill. 329; and second, the word "Leopoldsalt" was held to infringe on "Leopoldshall." *Radde v. Norman*, L. R., 14 Ed., 349.

For example, where action was brought against one Allen by the well-known Wamsutta Mills, of New England, for branding his product "Wamyesta," it was held (Cox's Manual, 660) that Wamyesta was an infringement on "Wamsutta," and its use was therefore forbidden.

According to *Coddington's Trade-Marks*, 243, where *Morse et al* proceeded against one Cornwell, because the latter had put upon the market a compound which he called "Rising Moon Stove Polish," these words were held in England to be an infringement on "Rising Sun Stove Polish."

In all these cases the courts have held that the adoption of the same sounding words could not have been accidental, and that a wrongful intent would be inferred. And this view is strengthened by the fact that all the imitated titles have, as a rule, been successful, well-known, and widely advertised marks.

The word "Cottoleo" was held to be an infringement on "Cottolene," *N. K. Fairbank Company v. Central Land Company*, 64 Fed. Rep. 135. Further, in 32 Fed. Rep. 94, the word "Celonite" was held to be an infringement on "Celluloid," in the case of the *Celluloid Manufacturing Company v. Celonite Manufacturing Company*.

In the suit of the *American Grocery Company v. Bennett, Sloan & Co.*, decided May 27th, 1895, United States Circuit Court, Second Circuit, the word "Mojava" was held to be an infringement on the word "Momaja." And the word "Loyal" was held to be an infringement on the word "Royal." This was in the case of the *Royal Baking Powder Company v. Peter G. McQuade et al.*, reported in *Price & Stuart's Trade-Mark Cases*, 401.

There are a dozen or more decisions by English, German and United States courts to the effect that the imitating by one manufacturer of the trade name of a product by another manufacturer in such wise that the name of the imitation resembles the established article so closely as to lead to the confusion of one with the other, is wrongful and illegal. The *Trade Mark Record* has prepared a list of cases in which the identity of appearance of the word and of the spelling and slight variations, even though the same be somewhat changed, have all been held material. Courts of equity have interfered and prevented the use of the imitating words.

THE AMERICAN COTTON YIELD, 1896.

The acreage devoted in the United States to the cultivation of cotton in the season of 1896 is estimated by the *Commercial and Financial Chronicle* at 20,057,545 acres, as compared with 17,767,663 acres in 1895, showing an increase of 12.9 per cent. in the total acreage of that country. This increased acreage of cotton does not necessarily mean excessive production, for it must be remembered that the acreage under culture in 1895 was restricted in view of the fact that when seeding was commenced in that year cotton could not be grown profitably at the then current quotations. The acreage of 1894 was 20,107,000 acres, and in 1893 the area planted was 19,701,000 acres. From a comparison of these figures it will be seen that with moderately favorable weather conditions the next American cotton yield will be of normal proportions. The first five months of the calendar year have been singularly free from any setbacks by way of floods, frosts, rain or drouth, and the plant is now well advanced.

The largest yield of cotton ever known in Egypt is anticipated this year. The area planted is 1,150,000 acres, and it is estimated that the crop will be equal to 750,000 bales of 750 pounds each, the equivalent of 1,125,000 American bales.

DEATH OF E. D. LACEY.

A worthy gentleman is removed from Canadian underwriting circles by the sudden death, in Montreal last week, of Mr. Edgar D. Lacey, resident manager for Canada of the Imperial Fire Insurance Company. Born in Buffalo, N.Y., in 1834, Mr. Lacey came to Canada in 1883 and entered the service of the Imperial. The company prospered under his management, and it was during his incumbency that it purchased from the C.P.R. and reconstructed the Imperial Building, next the Bank of Montreal. The deceased manifested qualities of heart and mind that made him many attached friends, and his judgment in matters pertaining to his profession was looked upon with much respect. At his funeral on Friday last were many prominent