factured goods, which were bearings, was transferred when the practice was for the British agent to import the metal in bulk and make the bearings in Great Britain. The judgment, at p. 630, reads:—

"But, under each agreement, the agents were in important respects, and particularly with respect to trade marks, really, and in law agents for the American company, and the American company, whilst reserving to themselves all rights in the trade marks, also bargained for an interest in the nature of a reversion in the business that was being built up under a name founded upon their own, and used by their agents because they were agents for them. . . . That the American company did indirectly, during the existence of the agreements referred to, by means of an English partnership trading under their authority, procure the bearings to be made, and had a clear commercial interest in their being made, and that they reserved a right in the nature of a reversion in the goodwill of the business so being carried on, the question should, in our judgment, be answered in the affirmative" (*i.e.*, whether business transferred was concerned with metal bearings).

The registration by a foreign importer of the trademark of a foreign producer has been held bad. *Re the Apollinaris Co.'s Trade-Marks* (1890), 8 R.P.C. 137; *Apollinaris Co.* v. *Snook* (1891), 8 R.P.C. 166.

An American trade mark registered by the importer of the goods in England without the consent of the owner of the American mark was struck off the register on the application of the successor of the American owner. *Re The European Blair Camera Co.'s Trade Mark* (1896), 13 R.P.C. 600.

The sole wholesale agents of foreign manufacturers of goods were held to have no right of action for "passing off," the get-up of the goods not being associated with themselves: *Dental Mnfg. Co.* v. *C. de Trey & Co.* (1912), 29 R.P.C. 617.

In Canada, a case of agency relation was dealt with in *Canada Foundry Co.* v. *Bucyrus Co.* (1913), 10 D.L.R. 513, 47 Can. S.C.R. 484.

The judgment of the Supreme Court, 10 D.L.R. at p. 516, reads in part: "To refuse to expunge from the register the trade mark 'Canadian Bucyrus' would be to encourage unfair dealing. The object of a trademark is not to distinguish particular goods but to distinguish the goods of a particular trader. It is reasonably clear by the terms of the contract between the parties that the 'Bucyrus' specialties meant, to the ordinary public, machinery used in the construction of railways, made by a particular firm or company."

The above case had to do with the Bucyrus Company who manufactured steam shovels, etc., and who, for a number of years, had an agency agreement with Canada Foundry Co. Ltd., which was finally terminated, and after termination the Canada Foundry Co. Ltd. registered the trademark "Canadian Bucyrus," which was later expunged on petition of the Bucyrus Company.

In the Canadian case of *Gramm Motor Truck Co.* v. *Fisher Motor Co.* (1913), 17 D.L.R. 745, the right of the Canadian company to the word "Gramm" as applied to motor trucks was supported against the American company who were successors of the originator of the truck.