DECISIONS IN COMMERCIAL LAW.

DREW v. GUY.—The action was brought to enforce by injunction a covenant not to carry on a business similar to that carried on by another lessee of the plaintiff's named Rowen. The covenant was contained in a lease made by the plaintiff to the Aerated Bread Co., of whom the defendant was assignee. Rowen, another lessee of the plaintiff, was a hotel-keeper and carried on a restaurant on licensed premises connected with the hotel, and the covenant of the company was to the effect that they would not carry on the business of a restaurant similar to Rowen's. Prior to the assignment the company had carried on a restaurant on the demised premises, at which they sold tea, coffee, pastry and cold meat, but not any hot meat except beef pies, which was not objected to. After their assignment to the defendant he continued to carry on a similar business, but in addition sold hot meats and other things not sold by the company The defendant, however, had not a license, and his business was on a smaller scale, and his premises of an inferior class to that of Rowen, and his prices were much lower. The Court of Appeal in England thought that the addition of hot meats to the defendant's bill of fare was a violation of the covenant, and that the test of similarity was not whether they sold alcoholic drinks, or were similar in appearance, but whether the defendant s restaurant was so like Rowen's as seriously to compete with it.

IN RE SASSERTHWAITE.—Chattels settled by a husband on his wife by post nuptial settlement, and being in a house which is the matrimonial domicile at the date of the husband's bankruptcy, are not in the apparent possession of the husband within the meaning of the Bills of Sale Act, though the settlement is not registered under that Act, if the possession is consistent with the trusts of the settlement, according to Vaughan Williams, J.

GREAT NORTHERN RAILWAY v. PALMER.—Where a railway company issues a ticket on which a notice is printed, that it is only to be used to the station named thereon, the passenger holding such ticket, provided the notice is brought home to him, is not entitled to travel beyond such station, and merely pay the ordinary single fare for the extra journey travelled. According to Wills, and Wright, J.J., such a ticket constitutes a special contract between the railway company and passenger.

COUNTY OF GLOUCESTER BANK v. RUDRY MERTHYR COLLIERY CO.—It was decided by the Court of Appeal, in England, that where by the articles of association of a company the directors are empowered to fix by resolution what numbers of directors shall be a quorum, whether any or what quorum has been so fixed is a mere matter of the internal management of the company, as to which a purchaser for value (*e.g.* a mortgagee) is not concerned to enquire. Such a purchaser will, therefore, if he takes in good faith and without further notice of any irregularity, acquire a good title even though, in fact, the number of directors by whose authority the contract was made, or the corporate seal affixed, was less than that prescribed by the resolution aforesaid.

"MOROCCO BOUND" SYNDICATE v. HARRIS.—The English courts, in the view of Kekewich, J., have no jurisdiction to restrain by injunction an infringement, in one of the countries of the copyright union, of the international copyright granted by the Berne convention, although the party against whom proceedings are taken is a British subject residing in England.

INFRINGING A TRADE MARK.

A German firm was punished last month before an English court by fine and forfeiture for infringing a Sheffield brand. One Mr. Heinrich Kaufmann, of Solingen, conceived the idea of making a trade mark very like the celebrated mark of Messrs. Joseph Rodgers & Sons. Then he entered upon negotiations with Messrs. Kayser & Glossop, of Eyre street, Sheffield, to make cutlery goods bearing said mark. On the trial, before the Sheffield magistrate, expert evidence was called to show that the tulip and crossed daggers of the German firm sufficiently resembled the star and Maltese cross of Joseph Rodgers & Sons to mislead the average East Indian native, and the words of the Act are "so closely resembling as to be calculated to deceive." These goods were for the Indian, and not for the English, market, and the defendant admitted his acquaintance with their destination. It is well known in the Sheffield trade, that the natives in the Indian bazaars cannot read English, and rely on the marks and the general appearance of the goods. But furthermore, the defendant placed on the scales, made in Sheffield, the words "German manufacture"—words which were obviously untrue, and probably also an infringement of the clause of the Marks Act, which deals with false indications of origin. The stipendiary imposed a fine of 10 guineas, with the forfeiture of six gross of razor scales. This should be a warning to manufacturers in Sheffield that the Merchandise Marks Act is not a statute to be lightly regarded.