(1) It did not show any facts which would amount to a breach of the injunction, even supposing the defendants were liable.

(2) It showed no privity whatever between the defendants and the Council, against whom the injunction was awarded.

NOBEL'S EXPLOSIVES CO. v. JONES, ET AL.

Imp. O. 27, *r.* 6—*Ont. O.* 23, *r.* 7 (*No.* 184) *Amendment at hearing.*

[April 13-29—L. R. 17 Ch. D. 721.

This was an action for alleged infringement of a patent by the importation into British waters of a material manufactured abroad according to the patent process, for the purpose of having it transhipped for exportation. Evidence was given at the trial that the defendants had acted as Custom House Agents for the foreign manufacturing firm, in getting the goods landed and stored in this country.

Upon this the plaintiffs' counsel asked for leave to amend the statement of claim.

Counsel for plaintiffs cited *Budding* v. *Murdock*, 1 Ch. D. 42; *King* v. *Corke*, 1 Ch. D. 57.

BACON, V. C., allowed the amendment.

When the action came on again for hearing, on April 20, the plaintiffs, (who were suing as assignees of the British Dynamite Co., the prior holders of the patent), observed that they alleged several breaches prior to the date of the assignment to themselves; and they asked that, if it should be contended that the right of the *British Dynamite Co.* to sue did not pass to them, they should have leave to amend by making the liquidator of the British Dynamite Co. a party.

BACON, V. C.—I think the plaintiffs must confine their case to the alleged breaches since the assignment. It is now too late to amend in the way they seek.

[NOTE.—*The headnote in the L. R. refers to Imp. O.* 27, *r.* 2, *(Ont. r.* 179*) as the one under which the amendment was, in the first instance above, allowed—but as the amendment was at the trial, this seems clearly a printer's error, for Imp. O.* 27, *r.* 6, *is virtually identical with Ont. O.* 23, *r.* 7, *No.* 184].

EMDEN V. CARTE.

Imp. O. 16, *r.* 13. *Ont. O.* 11, *r.* 15 (*No.* 103).

[May 25—L. R. 17 Ch. D. 768.

In this case the plaintiff, who was an architect, sued for remuneration in respect of employment under a contract made in 1877, and for damages for an alleged wrongful dismissal from such employment in 1880. The plaintiff was adjudicated bankrupt in 1878, and had never obtained his discharge.

Held (affirming FRY, J.), that the cause of action for remuneration and damages passed to the trustee, and that the proper course was to add him as co-plaintiff in the action, and give him the conduct of the action.

[NOTE.—*The judgment concerns the point of bankruptcy law as to whether the remuneration sued for passed thereunder to the trustee. The case is noticed here merely as illustrating the adding of plaintiffs under the general order. The Imperial and Ontario Orders are virtually identical. There appears to be a clerical error in Ont. O.* 11 *r.* 15 (*c*) *in omitting the words "summons or" before "notice" in the second line thereof.*]

IN RE BRUERE.

Lunacy—Appointment of Committee out of jurisdiction—General direction to Master.

Though satisfied of expediency of appointing a proposed committee, reported by Master as not approved of *because resident out of jurisdiction*, the Court declined to appoint him until Master had certified that he would have approved *if said proposed committee had been resident within jurisdiction.*.

[June 25—C. of A., 17 Ch. D. 775.

In this case the Master, by report dated June 14th, 1881, reported that B. V. M., one of three proposed committees of a lunatic, being resident out of the jurisdiction, he was unable to approve of him.

B. V. M. and the other two proposed committees then petitioned, after stating facts, that B. V. M. and another should be appointed committees "and that all matters arising in the said report and the previous reports in this matter, and the appointment of the petitioners as committees, may be referred to the Master in Lunacy for the purpose of having effect given thereto."

BAGGALLAY, L. J., after remarking that the prayer last cited was "very vague and general," said :—