

CORRESPONDENCE.—ARTICLES OF INTEREST IN COTEMPORARY JOURNALS.

further stated that the true value of the land at the time the defendants were entitled to a conveyance was \$4,000, and that if the Court considered the defendant entitled to such damages, the difference was \$1,000, but the Master declined to allow this class of damage.

On appeal,

BOYD, C.—The finding of the Judge who tried the cause, that no actual fraud was proved against the purchasers, influenced the Divisional Court in not making a decree for the revision of the contract, but by no means thereby affirmed the right of the defendant to receive compensatory damages for his loss of the bargain.

We considered his conscience to be so far affected, that we would not give him the benefit of his bargain specifically, and we did not intend, while referring it to the Master to assess his damages (if any), to give him the benefit of his bargain in the shape of a money payment to the extent of \$1,000, which is in effect a confirmation of our view that he had over-reached to that extent the old woman with whom he was dealing. It was referred to the Master under the authority of *Pasey v. Hanlon*, 22 Gr. 445, as we did not know what expenditure of money, or outlay the defendant might have made on the faith of his bargain being completed, and of which it would not be fair to deprive him. I do not regard the Common Law cases cited as to the measure of damages when the vendor can convey, but refuses to do so, as at all applicable to the proper disposition of the matters referred to the Master. The appeal is dismissed with costs.

Bain, for the defendant, appellant.

McMillan (Orangeville), contra.

Trade-mark—Use of name.

The business of a biscuit maker was sold, "with the goodwill and all advantages pertaining to the name and business" of the vendor.

Held, that this included the trade-mark, and the vendor could not continue to use a trade-mark exactly like that formerly used by him, though it consisted of his own name and arms stamped on the biscuit.—*Q. B. Quebec, Thompson v. McKinnon*.

Legal News, Dec. 2, 1882.

CORRESPONDENCE.

Registration of Wills.

To the Editor of the LAW JOURNAL.

SIR,—I beg to submit the following answer to query on page 20:—The necessity for registration would arise only in case of a will of lands. A will of lands must be executed according to the *lex loci rei sitæ*. If the notary were the only witness no estate would pass, and registration would be useless. Assuming, however, the will to be valid, one of the alternatives given by R.S.O. c. 111, sec. 63 would have to be complied with. If the original document deposited under that section were in French, the copy, I should say, would necessarily be in that language. The deposit of a translation is not contemplated. I must say I pity the ordinary registrar, especially as no sum is allowed him for lexicon and grammar.

J. F.

January 10th, 1883.

ARTICLES OF INTEREST IN COTEMPORARY JOURNALS.

The conflict of marriage laws—*Law Mag. (Eng.)* Nov., 1882.

The methods of jurisprudence—*Ib.*

English procedure on foreign judgments—*Ib.*

Executory devises.—*American Law Mag.*, Dec., 1882.

Capacity to marry.—*Ib.*

Some disputed question in the law of commercial paper

(1) Stipulation for attorney's fee in promissory note.

(2) Rate of interest after maturity of note.

(3) Liability of third person endorsing before delivery.—*American Law Rev.* Dec., 1882.

The English judicature system.—*Ib.*

Taxation for railroads by New England towns—*Ib.*

Province of the judge in a criminal trial.—*Southern Law Rev.*, Jan.

National common law.—*Ib.*

Wrongful dismissal of servants—duty—action—defence—evidence.—*Ib.*

Decisions of the Federal Courts on questions of State law.—*Ib.*

Appointment of receivers for co-tenants of property.—*Am. Law Reg.*, Dec., 1882.

Common words and phrases.—*Albany L. J.* Dec. 23., 1882.

Merger on extinguishment in the law of mortgage of real estate.—*Ib.*