

in the absence of evidence that the amount of goods sold by the defendant under the fraudulent trade mark would have been sold by the plaintiffs, but for the defendant's unlawful use of the plaintiffs' mark. Vice-Chancellor Wood observed: "There were, or there may have been, persons licensed by the plaintiffs to use their trade-mark and to sell goods manufactured by their process; or there may have been, and doubtless were, persons who had purchased from the plaintiffs, with a view of selling again; how can the court assume that the supposed purchasers would have passed by all these persons, and have purchased direct from the plaintiffs? Yet this is what the Court is called on to infer from the mere fact that certain goods were sold by the defendant, and that some of those goods were marked with imitations of the plaintiffs' marks. Principle would seem to determine that no such assumption can be made, and that it lies on the plaintiffs to prove some distinct damage from the use of their trade-mark, by showing loss of custom or something of that kind, which has not been done in this case." *Leather Cloth Co. v. Hirschfield*, Eq. 299.

Company—Forfeiture of Shares.—A shareholder in a company received a notice that on non-payment by him of arrears of calls on a certain day, his shares "would be forfeited without further notice." He also knew that the question of winding up the company was under consideration. Two days before the day appointed for the payment of the arrears, he went to the company's office, paid the arrears on a few of his shares, and took a receipt, saying that on the rest he should submit to a forfeiture. The directors, at a board meeting, five days afterwards, examined the list of defaulters, and declared the shares of some of them, whom they considered as not solvent, to be forfeited; but they did not declare the shares of this particular shareholder to be forfeited; and they continued to treat him as the holder of the whole number of shares. The articles of association of the company provided, that "in the event of non-payment at the time and place appointed by the notice, any share might thereupon be forfeited without any further act to be done by the company."—

Held, that the shares upon which the

arrears were not paid up, were not absolutely forfeited by the non-payment, and that the company's right of option remained; and, as the company had declared their intention of retaining the shareholder on the list, that he must, upon winding up, be held to be a contributory in respect of the full number of shares. *Bigg's Case*, Eq. 309.

Attestation of Deed.—A deed attested by one witness, though executed and acknowledged for the purpose of enrolment, in the presence of two persons who are parties to and execute the deed, but do not sign the attestation clause, is not a deed sealed and delivered in the presence of two or more credible witnesses. *Wickham v. Marquis of Bath*, Eq. 17.

QUEEN'S BENCH.

Principal and agent—Liability of principal for act of agent.—A. employed B. to manage his business, and to carry it on in the name of "B. & Co."; the drawing and accepting bills of exchange was incidental to the carrying on of such a business, but it was stipulated between them that B. should not draw or accept bills. B. having accepted a bill in the name of "B. & Co."—*Held*, that A. was liable on the bill in the hands of an indorsee, who took it without any knowledge of A. and B., or the business.

In this case Jones, the principal, had strictly forbidden Bushell, his agent, to accept bills, and finally dismissed him for having done so on several different occasions. Several of the bills had been paid at maturity, being made payable at the bank where Jones had an account, but payment of one, for £184, was refused, and this gave rise to the action. *Cockburn, C. J.*, remarked: "The defendant carried on business both at Luton and in London. In London the business was carried on in the name of Bushell & Co., Jones at the same time employing Bushell as his manager; Bushell was therefore the agent of the defendant Jones, and Jones was the principal, but he held out Bushell as the principal and owner of the business. That being so, the case falls within the well-established principle, that if a person employs another as an agent in a character which involves a particular authority,