The Legal News.

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A letter of Mr. Gladstone, written to his tutor in 1830, shows what some elections were like within the time of a living politician. He refers to the Liverpool election: "The current rumor is that Ewart's expenses are £36,000, and Denison's £46,000; but my brother says Ewart's are the greater of the two, and he knows Denison's to be £41,000. Ewart's party have had no public subscription opened, and are therefore at liberty to call their expenses what they choose; but Denison's are necessarily revealed. About £19,000 has been subscribed for him. The election, they say, is absolutely *certain* to be set aside, and Denison will probably come in on the next opening." In open and shameless corruption, at least, it is not probable that our predecessors will ever be eclipsed.

The English bar do not find their quasi official series of reports much of a success. The reports are not equal to the work of the old independent reporters. In fact, notwithstanding the enormous bulk of the new publication, four other independent series still exist, and are sustained by the profession. The *Law Quarterly Review* observes:—"What is your proposition of law? the late Lord Justice James would say to a counsel who was bungling his opening with a confused statement of facts. 'What is your proposition of law?' the distracted reader of the Chancery Law Reports might well exclaim in coming upon the portentous head-note of nearly two pages of small print to *The Sheffield Building Society* v. *Aizlewood*, L. R. 44 Chanc. Div. 412, and the exclamation might be repeated in a 'crescendo' of despair as case after case met his eye with nearly a page of head-note. An epitome of a case is not, as the editors of the law reports seem to think, a head-note at all. A head-note is or should be the key to the case, the clue of legal principle which we can follow as we progress through the intricacies of the report. On the clearness, the conciseness, and accuracy of the head-note, the value of the report very much, if not mainly, depends. It is, therefore, a great pity that more pains are not taken by those responsible for the law reports to give the 'legal pith' of the decision and no more."

NEW PUBLICATION.

THE LAW OF BILLS OF EXCHANGE AND PROMISSORY NOTES, being an annotation of "The Bills of Exchange Act, 1890," by Edward H. Smythe, Q. C.—Publishers, The J. E. Bryant Company, Toronto.

The author of this work disclaims any intention of writing an exhaustive treatise upon the subject of bills and notes. He says the works of Byles, Daniel, Chitty and others, so fully cover the whole ground that at present it would seem unnecessary to do so. We find the work, therefore, compressed within the moderate limits of about 200 pages, of which the text of the Act occupies half, and only some three hundred cases are cited, the references to Quebec decisions being especially meagre and incomplete. Dr. Smythe has not, therefore, produced a work which compares with the learned and comprehensive treatise of Mr. Hodgins, noticed in a previous issue (vol. 13, p. 401). Nevertheless the reader will find some valuable features in it. The changes made by the Act in the law of Ontario are set out in detail at pp. 2, 3 and 4. The sections of the Imperial Act which formed the basis of the Canadian Act are carefully referred to in the notes, and the differences are pointed out; and under the title "Crossed Cheques" some useful information is given.

The work seems to be carefully and admirably arranged, and can be commended for use among those who desire a book free from much detail or complexity.

The publishers have done their part in an extremely creditable manner, the paper and typography being all that could be desired.

LE JUGE RAINVILLE.

M. le juge Rainville est mort, à Paris, le 7 courant, de la longue et pénible maladie qui l'avait forcé, il y a cinq ans, de prendre sa retraite.

Né à Ste-Marie de Monnoir le 16 décembre 1839, M. Rainville fit son cours classique au collège de St-Hyacinthe, puis alla faire son droit à l'Université Laval à Québec. Il suivit en même temps le bureau de l'hon. M. Tessier, aujourd'hui juge à la Cour d'Appel. M. Tessier ne tarda pas à remarquer les aptitudes surprenantes de son jeune élève pour l'étude du droit, et il l'a toujours suivi ensuite, avec intérêt, dans les diverses phases de sa carrière professionnelle, heureux de le voir justifier ses prévisions et obtenir le succès qu'il lui avait prédit.

En 1862, M. Rainville était admis à la pratique de la profession d'avocat. Il vint se fixer à Montréal où il entra en société avec M. L. W. Sicotte, aujourd'hui greffier de la Couronne. Quelques années plus tard il s'associait à M. Chapleau, maintenant Secrétaire d'Etat, puis à M. Joseph Duhamel. Par une singulière coincidence, pendant qu'il pratiquait en société avec M. Chapleau, il fut, durant quelques mois, le patron de son futur remplaçant sur le banc, à Montréal, M. le juge Gill qui, peu après, commença par aller le remplacer au bureau de M. Tessier à Québec.

En 1868, M. Rainville épousa Mademoiselle Herminie Drolet, sœur de M. Gustave A. Drolet. Il n'en eut qu'un seul fils, M. Gustave Rainville, qui survit à son père et à sa mère décédée depuis plusieurs années.

M. Rainville prit rapidement au Barreau, la place que lui méritaient ses talents. Le 10 décembre 1873, il était appelé à une des chaires d'enseignement de l'université McGill, dont il était docteur en droit, et il s'acquitta pendant plusieurs années de cette tâche, avec le plus grand succès. L'Université Laval avait aussi, dans ces derniers temps, octroyé le titre de docteur en droit à son ancien élève.

Le 3 février 1876, sur la recommandation pressante de ses amis politiques, M. Rainville était nommé juge de la Cour Supérieure, à Montréal, en remplacement de M. le juge Beaudry, décédé. Cette nomination fut accueillie avec la plus vive satisfaction par tous les membres du barreau, sans distinction de partis politiques. L'hon. M. Blake était alors ministre de la justice, et quelques semaines après, celui qui écrit ces lignes avait l'occasion d'entendre, un soir, les nombreuses félicitations que M. le minstre recevait sur l'heureux choix qu'il avait fait.

Aussitôt en charge, M. Rainville se mit à l'œuvre, et il n'est personne au barreau qui ne se rappelle le soin et l'ardeur qu'il mettait à l'accomplissement de ses devoirs judiciaires.

Esprit clair, jugement sain, profonde connaissance du droit, perception rapide, grande facilité de travail, tout contribuait à faire de M. Rainville un des juges les plus distingués de cette province. D'une nature calme et froide, il était cependant ardent à la besogne et passionné pour l'étude, et il étonnait tout le monde par le travail incessant et consciencieux auquel il se soumettait avec un bon vouloir que la maladie seule réussit à vaincre.

Aussi peut-on dire avec vérité qu'il est mort à la peine. Nul doute, en effet, que le travail excessif qu'il s'est imposé pendant sa carrière judiciaire, faisant toujours plus que sa part afin d'aider ses collègues à répondre aux besoins de ce district le plus surchargé d'affaires de toute la province, nul doute, disons-nous, que ce travail excessif a été la cause principale de sa maladie et de sa mort.

Bien que trop malade, depuis sa retraite, pour espérer pouvoir se remettre jamais à aucun travail régulier, sa passion pour l'étude du droit était si vivace que son plus grand plaisir, pendant ces cinq dernières années de sa vie, était, lorsque la maladie le lui permettait, d'aller entendre chaque jour, ces grands professeurs de Paris dont la science profonde et la clarté d'exposition donnait à son esprit si lucide, les plus vives jouissances et la plus entière satisfaction.

La mort de M. Rainville sera longtemps regrettée par ses amis et ses admirateurs tant au Barreau que sur le Banc.

J.

DECISIONS AT QUEBEC.*

Taxes d'école—Dissidents—Corporation irrégulièrement formée et existant de facto.

Jugé:—Les commissaires d'école ne peuvent pas prélever de cotisations scolaires sur les dissidents qui ont obtenu leur union aux syndics d'une municipalité voisine en vertu de la 32 Vict., ch. 16, s. 16, lors même que la procédure prise pour effectuer cette union a été irrégulière.

On ne peut, dans une action pour cotisations, mettre incidemment en question la légalité de l'existence d'une corporation constituée *de facto* depuis plusieurs années.—*Commissaires d'école du village de Lauzon* v. *Davie*, C.S., Casault, J., 11 oct. 1890.

Subrogation légale—Débiteur personnel et débiteur réel—Paiement de la dette commune.

Jugé:—Le preneur par bail emphytéotique, qui concède une moitié de l'immeuble baillé, à la charge par son sous-preneur de payer la moitié du canon, et qui, ensuite, en sert la totalité au bailleur principal, est subrogé aux droits hypothécaires de ce dernier contre le sous-preneur pour la moitié dont celui-ci est tenu hypothécairement.

Pour que la subrogation soit acquise à l'un de deux débiteurs qui paie leur dette commune, il n'est pas nécessaire qu'ils y soient tenus de la même manière; il suffit qu'il y ait co-obligation des deux, lors même qu'elle serait personnelle pour l'un et simplement réelle pour l'autre.—*Gingras* v. *Gingras*, et *Tozer*, C.S., Casault, J., 21 oct. 1890.

Vente de marchandises en entrepôt de douane—Droits de l'acheteur—Gage par endos de reçus de garde-magasin—Durée du droit de gage—Insolvabilité de l'acheteur.

Jugé:—1. Les marchandises vendues, pendant qu'elles sont en entrepôt de douane, restent, tant qu'elles n'ont pas été transférées suivant les formes spéciales exigées par les lois de douane, en la possession du vendeur, et leur mise en gage pour avances à l'acheteur, par l'endossement que fait celui-ci des reçus du garde-magasin propriétaire de l'entrepôt privé de douane où elles sont déposées, n'est effectif qu'après ce transfert, ou leur acquit en douane par le vendeur.

2. Le droit de gage conféré par endossement de reçu de garde-magasin ne dure que six mois.

3. Le vendeur de marchandises en entrepôt de douane n'est pas tenu de les livrer, quand, depuis la vente, l'acheteur est devenu insolvable.—*McNider* v. *Beaulieu*, C. S., Casault, J., 21 oct. 1890.

Railway Company—Running powers—Accident—Damages.

Held:—That a railway company is responsible in damages for injury caused by the train of another company to which it has granted running powers over its track.—*Canadian Pacific R. Co. & Falardeau*, in appeal, Dorion, C. J., Tessier, Cross, Church, Bossé, JJ. (Dorion, C.J., and Church, J., diss.), Oct. 5, 1889.

Chemins de front—Obligation de les clore.

Jugé:—La loi, qui met à la charge des propriétaires riverains l'entretien des chemins de front, ne leur impose nulle part l'obligation de les clore. Il s'en suit que lorsque cette obligation ne leur a pas été imposée par l'autorité municipale, la corporation municipale, chargée de veiller à l'exécution de la loi par les particuliers qui la composent, n'y est pas tenue non plus,et n'est pas responsable des dommages qui peuvent résulter de l'absence de clôtures sur un chemin de front.

Semble, cet inconvénient étant public et souffert par tout le monde, ne donnerait pas lieu à une action en indemnité, même si la corporation était passible d'amende pour n'avoir pas fait clore le chemin.—*Croteau* v. *Corporation de St-Christophe*, en révision, Casault, Caron, Andrews, JJ., 31 oct. 1890.

Avances conditionnelles—Réalisation de la condition—Cession de biens par une société.

Jugé:—Lorsque le curateur à une cession de biens fait à un des créanciers une avance sur un dividende futur, à la condition que la somme avancée sera remboursée "si une difficulté surgit dans la distribution du produit de biens cédés," cette condition se trouve réalisée par le fait que la société, dont le créancier touchant l'avance est membre, fait cession de ses biens. Cette cession comprenant les biens particuliers de chacun des associés, les dividendes dus à l'un de ces der-

* 16 Q. L. R.

niers par le curateur à une autre cession, deviennent payables au curateur à la cession de la société.—*Bédard* v. *Robitaille*, en révision, Casault, Caron, Andrews, JJ., 31 oct. 1890.

Pétition d'élection—Officier-rapporteur—Cautionnement.

Jugé:—Lorsque, dans une pétition d'élection, le pétitionnaire se plaint de la conduite de l'officier-rapporteur, et demande que l'élection soit annulée à raison d'actes illégaux commis par lui et, subsidiairement, à raison de menées corruptrices par le candidat déclaré élu, les deux étant constitués parties défenderesses, la pétition est censée, à l'égard du cautionnement requis en vertu des articles 485 et 486, S. R. Q., être une pétition contre chaque défendeur. Un dépôt de $1,000 est partant insuffisant et la pétition doit être renvoyée sur objections préliminaires des défendeurs fondées sur ce moyen.—*Hearn* v. *Murphy et al.*, en révision, Casault, Caron, Andrews, JJ., 31 oct. 1890.

PERSONAL TRADE NAMES.

The law is well settled that every trader has a perfect right to use his own name when carrying on a business, provided that there are no circumstances of fraud attending such user. Of course, it cannot be said that anybody can always use his own name as a description of goods which he sells, whatever may be the consequences of it, or whatever may be the motive of doing it. It is obvious, however, that there can be no dishonesty, even in the strictest sense, in a man using his own name for the purposes of his trade, or in stating that he is carrying on business exactly as he is carrying it on. At the same time, he must not employ any artifice to attract to himself the business of a rival trader of the same name, and he must not attempt to pass off his own goods as those of the other trader. To debar a man from trading honestly under his own name would be manifestly unjust. Indeed, it would lead to most serious consequences if people having acquired a business reputation with a name could prevent any man of the same name from carrying on the same business. But where a person sells goods under a particular name, and another person, not having that name, adopts it, the Court will presume that he does so in order to represent the goods sold by himself as the goods of the person whose name he uses. As was said by Lord Langdale in the leading case of *Croft* v. *Day*, 7 Beav. 84, 88; Tud. Merc. Law, 482: 'No man has a right to sell his own goods as the goods of another . . . . no man has a right to dress himself in colours, or adopt and bear symbols, to which he has no peculiar or exclusive right, and thereby personate another person, for the purpose of inducing the public to suppose, either that he is the other person, or that he is connected with and selling the manufacture of such other person, while he is really selling his own.' The learned judge went on to observe that the right which any person might have to the protection of the Court did not depend upon any exclusive right which he might be supposed to have to a particular name or to a particular form of words. 'His right is to be protected against fraud, and fraud may be practised against him by means of a name, though the person practising it may have a perfect right to use that name, provided he does not accompany the use of it with such other circumstances as to effect fraud upon others.' It is a question of evidence in each case whether there is a false representation or not. However, according to the decision of the same learned judge in *Clark* v. *Freeman*, 11 Beav. 112, unless a person would be damaged in his business by the adoption of his name by another person for any particular purpose, he has no ground of complaint. That case does not appear to have ever been overruled, but it came as a surprise to the profession, and can hardly be accepted as sound law. Nevertheless, on the authority of that decision, Mr. Justice Kay, in *Williams* v. *Hodge & Co.*, 84 L. T. 135, held that he could not grant an interlocutory injunction where the name of a medical man had been wrongfully coupled with a certain surgical instrument by the manufacturer thereof. His Lordship expressed some doubt as to the correctness of Lord Langdale's decision, observing that, if the point before him had been a *res nova*, he would have decided

differently. In *Re Rivière's Trade-mark*, 53 Law J. Rep. Chanc. 578; L. R. 26 Chanc. Div. 48, Lord Langdale's decision in *Clark* v. *Freeman* was severely criticised, Lord Selborne referring to it as a case that 'had seldom been cited but to be disapproved.' Another somewhat unsatisfactory case is that of *Hendriks* v. *Montagu*, 50 Law J. Rep. Chanc. 456; L. R. 17 Chanc. Div. 638. From the judgment of the Court of Appeal in that case it would seem to be sufficient to entitle the plaintiff to an injunction if, without any intention to deceive, the use of his name by the defendant is, in fact, calculated to deceive; and that this rule applies whether the name used is a mere fancy name or the defendant's own name, or the name which would be naturally used to describe his firm. The effect of that authority was, however, explained in the very recent case of *Turton* v. *Turton*, to which we shall presently refer.

The principles governing this branch of the law are, perhaps, best attainable from the well-known case of *Burgess* v. *Burgess*, 22 Law J. Rep. Chanc. 675; 3 De G. M. & G. 896, where they are very clearly laid down. The 'epigrammatic judgment,' as it has frequently been termed, there given by Lord Justice Knight-Bruce is one that is always referred to in cases of this description, although the observations of Lord Justice Turner are generally regarded as furnishing a more accurate statement of the law. A somewhat similar authority is the decision of the Court of Appeal in *Massam* v. *Thorley's Cattle Food Company*, 46 Law J. Rep. Chanc. 707; L. R. 14 Chanc. Div. 748. The long line of decisions on this point has been considerably added to during the past few years; and as illustrating how the well-established principles are applied, an examination of some of the more recent cases may not be without interest to our readers.

Taking the reported cases in their chronological order, *Franke* v. *Chappell*, 57 L. T. Rep. (N.S.) 141, decided by Mr. Justice Chitty in March, 1887, has first to be mentioned. There the plaintiff had originated a series of concerts, conducted by Dr. Richter, under the name of the 'Richter Concerts.' Mr. Justice Chitty refused to grant an injunction to restrain the defendant from using that name and advertising a series of 'Richter Concerts,' Dr. Richter having transferred his services to the defendant. The learned judge was of opinion that it required a strong case to be made out to sustain a claim to the exclusive use of another person's name as a trade name; that no such case had been established in the present instance; and that there was no ground for saying that the term 'Richter Concerts' had become dissociated from Dr. Richter himself, who was at liberty to carry his services to any market he chose.

Two further cases decided in 1887 were *The Marquis of Londonderry* v. *Russell*, 3 Times Rep. 360, and *Goodfellow* v. *Prince*, 56 Law J. Rep. Chanc. 545; L. R. 35 Chanc. Div. 360. *Bumsted* v. *The General Reversionary Company (Lim.)*, 4 Times Rep. 621, which came before Mr. Justice Stirling, was another case where the plaintiffs failed to obtain relief. His Lordship refused to grant an interlocutory injunction to restrain the defendant company, whose registered office was in Liverpool, from carrying on business under the style of 'The General Reversionary Company (Lim.),' the plaintiffs being the General Reversionary and Investment Company, carrying on business in London. The learned judge observed that it was not sufficient to show that there was a similarity of names, but it must also be shown that there was a reasonable probability that the use of the name would result in the defendants appropriating a material part of the plaintiffs' business, as to which, upon the evidence, His Lordship was not satisfied would be the case. But in *The Birmingham Vinegar Brewery Company* v. *The Liverpool Vinegar Company and Holbrook*, Law J. N. C. 99, 1888; 4 Times Rep. 613: W. N. 1888, p. 139, an interlocutory injunction was granted by Mr. Justice North, his lordship being of opinion that what the plaintiffs had done amounted to fraud. The defendant Holbrook had authorised the plaintiff company to sell sauces of their manufacture under his name, he being their traveller. On his being discharged from their employment he assigned to the defendant company the right to use his name in connection with sauces manufactured by

them, and this Mr. Justice North held not to be a legitimate proceeding. The learned judge considered that, even if Holbrook were selling his own goods under his own name, it would be his duty, under the circumstances, to take care that in so doing he was not passing off his goods as those of the plaintiff company, which had become well known and acquired a reputation in the market under Holbrook's name. So, in *Holt* v. *Smith*, 4 Times Rep. 329, Mr. Justice Kay also granted an interlocutory injunction.

The reported cases in 1889 were two in number, that of *Warner* v. *Warner*, 5 Times Rep. 327, 359, being the earlier. There the Court of Appeal agreed with Mr. Justice Stirling in thinking that an interlocutory injunction ought to be granted to restrain the defendant, whose name was Warner, from applying to a proprietary medicine which he had purchased, known as 'Ashton's great gout and rheumatic cure, the name of 'Warner's gout and rheumatic cure,' which so closely resembled the preparations sold by the plaintiff Warner under the title 'Warner's safe cure,' as to be calculated to mislead the public. The defendant also sold medicines as 'Warner's cures.' The inference which the Court drew from the evidence was that the defendant was not really honestly advertising his medicines under his own name, but was doing it in such a way as to acquire a portion of the reputation previously acquired by the plaintiff. The other case in 1889, *Turton* v. *Turton*, 58 Law J. Rep. Chanc. 677; L. R. 42 Chanc. Div. 128, is a most important one, mainly because of the clear and comprehensive judgments of the learned judges of the Court of Appeal.

The plaintiffs in that case had for many years carried on business under the name of 'Thomas Turton & Sons.' The defendant, John Turton, had for many years carried on a similar business in the same town under the name, first of 'John Turton,' and afterwards of 'John Turton & Co.' He then took his sons into partnership and traded as 'John Turton & Sons.' There was no evidence of imitation of trade-marks, or attempts to deceive the public. It was held by the Court of Appeal, reversing the decision of Mr. Justice North, that, although the public might occasionally be misled by the similarity of names, the defendants could not be restrained from using the name of 'John Turton & Sons,' which was an accurate and strictly true description of their firm. Mr. Justice North had gone to the length of granting an injunction against the defendants, although His Lordship was quite satisfied that they had acted honestly, and that, independently of the use of the name of their firm, which they had used in the honest belief that they were entitled to do so, they had made no attempt to pass off their goods as those of the plaintiffs. The learned judge considered, however, that he was bound to come to the conclusion which he did by the authority of *Hendriks* v. *Montagu*. He thought that that case showed that it was not necessary for the plaintiffs to prove fraudulent intention on the part of the defendants. Whether or not Mr. Justice North was right in his view of what was laid down in *Hendriks* v. *Montagu*, it was perfectly evident that his decision in *Turton* v. *Turton* could not be allowed to stand. The Court of Appeal did not regard *Hendriks* v. *Montagu* as rendering it incumbent upon Mr. Justice North to decide *Turton* v. *Turton* as he did. Lord Justice Cotton observed that Mr. Justice North had founded his decision on *Hendriks* v. *Montagu* 'without considering what was the subject the learned judges were dealing with in their judgment when they used the expressions on which he relied.' Lord Justice Cotton then proceeded to explain the *ratio decidendi* in *Hendriks* v. *Montagu*.

Among the cases relating to trade names decided this year, perhaps the most important is *Tussaud* v. *Tussaud*, 59 Law J. Rep. Chanc. 631; L. R. 44 Chanc. Div. 678. There Mr. Justice Stirling granted an interlocutory injunction to the plaintiff company, Madame Tussaud & Sons (Lim.), proprietors of the famous wax-works exhibition, to restrain the registration of a proposed new company, under the name of 'Louis Tussaud (Lim.),' which was promoted by Louis Tussaud, and of which he was to be manager, for the purpose of carrying on a similar business or exhibition. The defendant had

never carried on such a business on his own account. 'It could not be doubted,' said Mr. Justice Stirling, 'that the name of Tussaud was well known and of high reputation in connection with waxworks, and that if another exhibition of a similar nature to that of the plaintiff company were to be established in London in the defendant's name the one would "in the ordinary course of human affairs be likely to be confounded with the other," quoting the words of Lord Justice James in *Hendriks* v. *Montagu* (*supra*). It followed in Mr. Justice Stirling's opinion, from the decisions in the two cases of *Burgess* v. *Burgess* (*ubi sup.*) and *Turton* v. *Turton* (*ubi sup.*), that the defendant Louis Tussaud was at perfect liberty to open on his own account and to carry on in his own name an exhibition of waxworks. Further, he might take partners into his business, and carry it on under the name of Louis Tussaud & Co. The learned judge, without actually deciding the point, also gave it as his opinion that the defendant, having commenced business on his own account, might sell it with the benefit of the goodwill to third parties, who might continue to carry it on under the same name, and transfer the business and goodwill to a joint-stock company registered under the same name as had previously been used in connection with the business. But His Lordship conceived it to be clear that the defendant could not confer on another person the the right to use the name of 'Tussaud' in connection with a business which the defendant had never carried on, and in which the defendant had no interest whatever; and the learned judge came to the conclusion that the defendant could not confer that right on a company in relation to which he would stand simply in the position of a paid servant.

The above expression of opinion by His Lordship bore fruit in a further attempt by the defendant to make use of his name in connection with a waxworks exhibition, he having entered into a partnership to carry on such an undertaking under the name of 'Louis Tussaud's Exhibition.' The plaintiff company again attempted to restrain him from so doing, but on this occasion without success, Mr. Justice Stirling holding that what they sought was practically a monopoly of the name of Tussaud in connection with waxworks, to which they were not by law entitled.

The subsequent decision of Mr. Justice Kay in *Rendle* v. *J. Edgcumbe, Rendle & Co.* (*Lim.*), 63 L. T. Rep. (N.S.) 94, fortifies the view taken by Mr. Justice Stirling in *Tussaud* v. *Tussaud*; for Mr. Justice Kay held that the defendant, who was not at the time carrying on a certain business, he having assigned all his interest therein to his creditors, had no right to lend his name to a company promoted by him, and of which he was manager, which name, from its being so like one already attached to an established business, would be calculated to deceive.

Sometimes the question raised is whether on the sale of a business carried on under a particular name the purchaser has a right to use that name. Thus, in *Thynne* v. *Shove*, 59 Law J. Rep. Chanc. 509, the plaintiff had sold to the defendant his business premises and the goodwill of the business carried on by him there. The deed by which the sale was effected contained no express assignment of the right to use the plaintiff's name. Mr. Justice Stirling held (distinguishing *Levy* v. *Walker*, 48 Law J. Rep. Chanc. 273; L. R. 10 Chanc. Div. 436) that the defendant had by virtue of the assignment of the goodwill, the right to use the plaintiff's name in the business, so as to show that the business was the one formerly carried on by him, and not so as to expose him to any liability by holding him out as the owner of the business, or as one of the persons with whom contracts were to be made.

The last case to which we shall refer is that of *Lewis's* v. *Lewis*, 25 L. J. N. C. 111. The plaintiff, who carried on a large retail business in various provincial towns, widely advertised and known as 'Lewis's,' claimed an injunction to prevent the defendant, whose name was J. M. Lewis, from carrying on a similar business in Preston under the name of 'Lewis's.' Mr. Justice Kekewich did not consider that the defendant was using his own name of J. M. Lewis in a fair and honest way when he added to it 's,' preceded by an apostrophe. The learned judge was of opinion that the object of the defendant was to represent that his business was

that of the plaintiff, and thereby to injure him; and accordingly granted a perpetual injunction.

Summing up briefly the results of the various decisions, the following proposition may, we think, be taken as a correct statement of the law relating to personal trade names, as it at present stands. A trader who adopts as his business name that which is an accurate statement of an existing state of facts—*e.g.*, his own name if trading alone, or his own in combination with those of his partners, or a comprehensive description of them—cannot, in the absence of fraud, be restrained from so doing.—*Law Journal* (London).

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Feb. 7.

Judicial Abandonments.

N. Allard & Co., contractors, Montreal, January 26.

Joseph Lecompte, hotel-keeper, Montreal, doing business as Beauchamp & Lecompte, Jan. 30.

Joseph Ménard, carriage maker, parish of St. Pie, Feb. 4.

Curators Appointed.

Re N. Allard & Co., Montreal.—C. Desmarteau, Montreal, curator, Feb. 4.

Re Bernier Bros & Co., Montreal.—W. A. Caldwell, Montreal, curator, Feb. 3.

Re Lindsay, Gilmour & Co.—Kent & Turcotte, Montreal, joint curator, Feb. 2.

Re Godbout & Bergeron, Quebec.—H. A. Bedard, Quebec, curator, Feb. 5.

Re Lamoureux Frères.—C. Desmarteau, Montreal, curator, Jan. 30.

Re Hygin Locas, Hartwell.—Kent & Turcotte, Montreal, joint curator, Feb. 4.

Re McLachlan Bros. & Co.—W. A. Caldwell, Montreal, curator, Feb. 2.

Re T. J. Murphy, hotel-keeper, Montreal.—T. McStare, Montreal, curator, Jan. 31.

Re L. A. Prévost, Montreal.—Kent & Turcotte, Montreal, joint curator, Feb. 4.

Re X. Arthur Robidoux, St. Sébastien.—A. Lamarche, Montreal, curator, Feb. 3.

Re Israel Sabourin, St. Urbain.—L. G. G. Beliveau, Montreal, curator, Jan. 31.

Dividends.

Re Alexandre Chaput.—Final dividend (11c.), payable Feb. 16, E. Tougas, Montreal, curator.

Re Charles O. Dubois, Hull.—First and final dividend, payable Feb. 25, D. C. Simon, Hull, curator.

Re F. X. Gagnon, grocer, Quebec.—First and final dividend, payable Feb. 23, H. A. Bedard, Quebec, curator.

Re Kenniburgh & Boyce, Lachute.—Dividend, G. J. Walker and W. J. Simpson, Lachute, joint curator.

Re Achille Labine, Montreal.—First dividend, payable Feb. 26, Kent & Turcotte, Montreal, joint curator.

Re Lamalice Frères, Montreal.—First and final dividend, payable Feb. 28, Kent & Turcotte, Montreal, joint curator.

Re Pierre Massicotte, St. Luc.—First and final dividend, on proceeds of immovable property, payable, Feb. 26, Kent & Turcotte, Montreal, joint curator.

Re Napoléon Rousseau.—First and final dividend, payable Feb. 20, F. X. Lemieux, Quebec, curator.

Separation as to property.

Vitaline Daigneault *alias* Laprise vs. Isaac Javet *alias* Beauregard, farmer, parish of St. Michel de Rougemont, Jan. 30.

Arthemise St. Pierre vs. François Saucier, trader, Quebec, Jan. 30.

APPOINTMENT.

L. J. Cannon, advocate, of Arthabaskaville, to be assistant attorney-general, in the place of J. A. Defoy, pensioned.

Quebec Official Gazette, Feb. 14.

Judicial Abandonments.

Nazaire Caron, trader, Fraserville, Feb. 11.

Dame Dolphis Rhéault, Arthabaskaville, Feb. 5.

Peter Harkness, dry goods, Montreal, Feb. 7.

Olivier Desmarais, parish of St. François du Lac, Feb. 4.

Robert L. MacArthur, township of Chatham, Feb. 5.

Parker & Popham, Montreal, Feb. 2.

Curators appointed.

Re Médéric Belduc.—M. Granger, St. Jacques, curator, Feb. 5.

Re Charles Caron, l'Isle Verte.—H. A. Bedard, Quebec, curator, Feb. 12.

Re Alfred Corbeille, Salaberry de Valleyfield.—R.S. Joron, N. P., Salaberry de Valleyfield, curator, Jan. 31.

Re Jno. A. Germain, Sorel.—Kent & Turcotte, Montreal, joint curator, Feb. 3.

Re Joseph Lecompte.—C. Desmarteau, Montreal, curator, Feb. 5.

Re J. T. Monast.—J. M. Marcotte, Montreal, curator, Feb. 6.

Re E. Montgomery.—Bilodeau & Renaud, Montreal, joint curator, Feb. 10.

Re Parker & Popham, Montreal.—John Macintosh and Geo. Hyde, joint curator, Feb. 12.

Re Pelletier & Roy, Fraserville.—N. Matte, Quebec, curator, Feb. 12.

Re David Pettigrew, l'Isle Verte.—H. A. Bedard, Quebec, curator, Feb. 12.

Re Télesphore Roux.—Bilodeau & Renaud, Montreal, joint curator, Feb. 10.

Re Wells & Crossley, boots and shoes, Montreal.—W. A. Caldwell, Montreal, provisional guardian, Feb. 9.

Dividends.

Re Paul Bayeur, Berthier.—Dividend, on proceeds of real estate, payable March 10, David Seath and Geo. Daveluy, Montreal, joint curator.

Re Raymond Beaudoin.—First and final dividend, payable March 2, C. Desmarteau, Montreal, curator.

Re Damase *alias* Thomas Bedard.—First and final dividend, G. J. Walker, Lachute, curator.

Re Dosithé Bonin.—First and final dividend, payable Feb. 21, Bilodeau & Renaud, Montreal, joint curator.

Re A. Boucher & Co.—First and final dividend, payable Feb. 28, Bilodeau & Renaud, Montreal, joint curator.

Re Elzéar Laverdière.—First and final dividend, payable March 2, E. Lavergne, Montmagny, curator.

Re Albert Marquette, Quebec.—First and final dividend, payable March 3, N. Matte, Quebec, curator.

Re The Machinery Supply Assn., Montreal.—First and final dividend, payable March 3, A.W. Stevenson, Montreal, curator.

Re W. A. Whinfield & Co., Montreal.—First and final dividend, payable March 3, A. W. Stevenson, Montreal, curator.

Re George Wood.—First and final dividend, payable March 2, J. W. Foucher, Montreal, curator.

Separation as to property.

Annie McCraw vs. Benjamin Vaillancourt, boot and shoe manufacturer, Montreal, Jan. 12.

Carrie Rhine vs. Augustus Loëb, Montreal, Jan. 7.

APPOINTMENTS.

Lawrence J. Cannon, Quebec, appointed assistant attorney general, in the place of Charles A. Parisault, resigned.

Canada Gazette, Feb. 14.

F. S. Lyman, Montreal, appointed Queen's Counsel.