NOTES OF RECENT ENGLISH CASES.

Maritime Law—Rule of the Sea.—It was decided, in the *Chancellor*, 4 L. T. Rep. N. S. 627, that when a foreign ship meets a British ship out of British waters, the rule of the sea should govern their conduct, which is, that when two vessels are approaching each other, nearly on the same course, and both have the wind free, each vessel is bound to port her helm and run to starboard of the other; but when one vessel is close hauled, the ship which has the wind free is bound to make way for the other.

Trade-marks.—B., who carried on business in several places, bequeathed his business at C. to E., and his business at D. to F. He had used a particular trade-mark on articles sold at both these places. G. infringed those trade-marks, and both E. and F. instituted suits to restrain him, and both prayed for accounts of the articles so sold. G. demurred, on the ground that the plaintiffs had not the separately exclusive right to use the trade-marks, and therefore both were necessary parties to both the suits. But it was held that they might maintain separate suits. "The cases seem to have established," said Wood, V. C., "that when two or more were jointly entitled, or had a joint interest, they might, and probably must, join in the same action; but when the injury affected the two separately, then each party might, and in some cases must, sue separately:" *Dent* vs. *Turpin*, 4 L. T. Rep., N. S. 637.

Constructive Delivery.—B. the owner of a barge, gave it to C., his servant, who was then working it for him; C. continued to work it, and paid the wages of the crew on his own account till B.'s death, when it was claimed by his representatives as being an imperfect gift, for want of delivery. But it was held to have been a complete gift. "Actual delivery of the chattel," said Crompton, J., "is not necessary in a gift *inter vivos*. In the case of a *donato mortis causâ* there is reason for requiring some formal act. It is sufficient to complete a gift *inter vivos* that the conduct of the parties should show that the ownership of the chattel had been changed: *Winter* vs. *Winter*, 4 L. T. Rep., N. S. 639.

Principal and Agent.—The Court of Ex. was equally divided in opinion in the very important case of *Udell* vs. *Atherton and another*, 4 L. T. Rep. N. S. 797. The question there arose out of the following facts:—A prin-

cipal authorized his agent to sell a log of mahogany. The agent fraudulently concealed from an intended purchaser a defect in the log, who, upon the agent's assurance that it was sound, and worth 6s. or 4s. a foot, bought it at 3s. a foot. The log was delivered to the purchaser, and paid for by two bills given to the principal, and which were duly paid by the purchaser. The log was sawn up and partly used by the purchaser, who then discovered it to be hollow and defective, and almost useless. The principal did not in any way whatever authorize, or had he any knowledge of the fraud practised by the agent until the transaction was completed, but the principal had all the benefit of the contract. An action of deceit having been brought by the purchaser against the principal, the learned judge at trial held that the defendant was not liable, and he directed a verdict to be entered for him. Upon a rule afterwards obtained by the plaintiff to set aside the verdict, and for a new trial, the Chief Baron (Pollock) and Wilde, B. held that the principal was liable; whilst Bramwell, B., and Martin B., held that he was not liable. In this condition of things the verdict for the defendant remained undisturbed, and it remains for a court of error to determine this most important question.

Salvage.—When a steamboat engages to tow a vessel for a fixed sum, she does not warrant to tug the vessel at all risks, but merely engages to use her endeavors, competent skill, and a reasonably sufficient crew, tackle, and equipments, for the task. If unforseen difficulties occur, such as the breaking of the ship's hawser, she is not relieved from doing her best; but if a sudden violence of wind or waves puts the ship in tow in danger, and the tug incurs risks and performs duties not within the scope of the original engagement, then the tug is entitled to additional remuneration for additional services if the vessel be saved, and may claim as a salvor instead of being restricted to the sum stipulated for towage. The towage contract is then superseded by the right to salvage. But if the danger from which the vessel has been rescued is attributable to the fault of the tug, then the tug can have no claim to salvage. It would seem, also, that where tugs come to the assistance of a vessel in charge of a pilot to render salvage services, they must obey the orders of the pilot: *Ward* vs. *MacCorkill*, 4 L. T. Rep. N. S. 810.