685; *Comstock* v. *Affoelter*, 50 Mo. 411; *Putnam* v. *Tillotson*, 13 Met. 517; MECHEM ON SALES, sec. 1182. Ordinarily, no notice of shipment is necessary. MECHEM ON SALES, sec. 740, citing *Bradford* v. *Marbury*, 12 Ala. 520, 46 Am.D. 264. But when delivery is made to different carriers, even though the goods are of such character as to justify the shipper's action, perhaps some notice of such fact may reasonably be required for the vendee's protection. A delivery by installments, under an indivisible contract, is good if both shipments arrive before any objection is made. *Ramsey* v. *Kelsea*, 55 N. J. L. 320, 26 Atl. 907, 22 L. R. A. 415.

SURETYSHIP—OFFICIAL BONDS—LIABILITY FOR ACTS DONE UNDER UNCONSTITUTIONAL STATUTES.—A fiscal county court levied a tax in excess of the constitutional limit. Under this void levy the sheriff collected $3200, which, after the levy had been declared unconstitutional, he refused to pay over to the proper court. In an action against his sureties on his official bond, *Held*, that the sureties were not liable for the amount collected under the void levy. *Commonwealth* v. *Stone* (1903), — Ky. —, 71 S. W. Rep. 428.

The bond in this case was conditioned that he should "pay over to such persons at such times as they may be respectively entitled thereto, all money that may come into his hands as sheriff," and the court places its decision on the ground that the collection of an unconstitutional tax was not a duty imposed on the sheriff by the law and therefore the money so collected was not a liability embraced by the terms of the bond. See *Whaley* v. *Commonwealth* (1901), — Ky. —, 61 S. W. 35. The authorities are agreed that the obligation of the surety is strictissimi juris. *Bank* v. *Ziegler*, 49 Mich. 157. But there is a lack of uniformity respecting the extent of the surety's liability on an official bond for the principal's wrong. The weight of authority is that the liability extends to acts done both *colore officii* and *virtute officii*. MECHEM, PUBLIC OFFICERS, secs. 283 and 284. The principal case seems to be analogous to those cases where the officer acts without any writ whatever and the cases generally support the doctrine that under such circumstances the sureties are not liable for his wrong. *McLendon* v. *State*, 92 Tenn. 520, 21 L. R. A. 738 distinguishes this class of cases from those where there is a valid writ but a wrongful attachment as in *Lammon* v. *Feusier*, 111 U. S. 17.

TRADE-MARKS—RIGHT TO PROTECTION—DECEPTIVE USE AS BAR TO RELIEF.—For a number of years complainant has been advertising and vending a medical preparation known as "Syrup of Figs," and claims trade-mark rights therein. Defendant placed upon the market a medical compound resembling complainant's preparation, under the identical name "Syrup of Figs." Bill in equity for an injunction restraining defendant from using such name, and for an accounting for gains and profits. It was shown in defense that complainant's preparation contained in fact practically none of the juice of the fig. It was therefor contended that complainants were themselves perpetrating a fraud on the public. *Held*, that complainant can not have relief. *Worden & Co.* v. *California Fig Syrup Co.* (1903), — U. S. —, 23 Sup. Ct. R. 161.

The court found that complainant and appellee had so fraudulently represented to the public the nature of the preparation which they were selling under the name "Syrup of Figs," that a court of equity would not protect them in the use of that name. The decree of the circuit court of appeals was therfore reversed. It is well settled that a trade-mark that in itself is fraudulent and deceptive, will not be protected. *Palmer* v. *Harris*, 60 Penn. St. 156; *Joseph* v. *Macowsky*, 96 Cal. 518, 19 L. R. A. 53; *Leather Cloth Co.* v.