



Catalogue number J0191  
 Price code A  
 Date 26 August 2020

IceniCAM Information Service

690

THE CYCLE AND MOTOR

**LEGAL NEWS.**

**James Cycle Co. v. Speed Cycle Co.**

The case of the James Cycle Co., Ltd., v. the Speed Cycle Co. was heard on Saturday in the Chancery Division, before Mr. Justice Parker. Mr. Buckmaster, K.C., and Mr. Cann were for the plaintiff company, and Mr. Mossop was for the defendant company. Mr. Mossop said defendants admitted the claim made by plaintiffs. The dispute arose on the counter-claim of defendants. Defendants carried on business at Farnborough, and were appointed agents to the plaintiff company for the sale of their cycles. Defendants had in hand certain moneys belonging to the plaintiff company for cycles sold, and were prepared to account for them, but they contended that, under the appointment by the plaintiffs, the plaintiffs were not entitled to sell cycles through any other agents in defendants' district, and, if they did so, then defendants were entitled to take credit in taking that account for the commission on all cycles so sold. That was the sole issue. After hearing evidence, his Lordship said he would give judgment on Monday.

On that day accordingly his Lordship delivered his judgment. He said in December, 1904, plaintiffs appointed the defendants as sole agents for the sale of their cycles in the Farnborough district, agreeing to pay commission at 25 per cent. The agreement was terminated in February, 1906, and plaintiffs now claimed for an account of all cycles said to have been sold by defendants. The defendants admitted the claim, but said that, by the agreement, they were to be sole agents for the district, but that in contravention of that agreement the plaintiffs had allowed the Elmsdale Cycle Co. to sell their cycles in Farnborough, and, therefore, defendants counter-claimed for a similar account as that claimed by plaintiffs. It appeared that the Elmsdale Company approached the plaintiff company, and asked them to make a certain number of bicycles, putting on the transfer and nameplate of the Elmsdale Cycle Company. This plaintiffs agreed to do, and the cycles were sold to one of the batteries in Aldershot Camp. He could not accept the suggestion that the transaction was one by the James Company, either direct or through the Elmsdale Company as their agent. Judgment would, therefore, be for the plaintiffs for an account, and the counter-claim would be dismissed, with costs.

**Star Cycle Co. v. Frankenburg.**

On Tuesday, of last week, Mr. Justice Swinfen Eady, in the Chancery Division, commenced the trial of an action brought by the Star Cycle Co. of Wokinghampton against

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DER. NOVEMBER 23, 1906.

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Vol. XLIV. No. 620.

Registered at the G.P.O. as a Newspaper.

November 23, 1906.