## DECISIONS IN COMMERCIAL LAW.

THE COLUMBIA MILL COMPANY v. ALCORN.—To acquire the right to the exclusive use of a name, device or symbol as a trade mark, it must be designed as its primary object and purpose, to indicate the origin, owner or producer of the commodity, and to distinguish it from like articles manufactured by others. If the device, mark or symbol was adopted or placed upon the article for the purpose of identifying its class, grade, style or quality, or for any purpose other than a reference to or indication of its ownership, it cannot be sustained as a valid trade mark, according to the Supreme Court of the United States. The exclusive right to the use of the mark or device claimed as a trade mark, is founded on priority of approbation: that is to say, the claimant of the trade mark must have been the first to use or employ the same on like articles of production. A trade mark cannot consist of words in common use as designating locality, section, or region of country. The word Columbia is not the subject of exclusive use as a trade mark. To sustain an action for using a particular brand similar to plaintiff's trade mark, the similarity of the brands must be such as to mislead the ordinary observer.

KINKEAD v. UNITED STATES.—The Supreme Court of the United States finds that the presumption is that buildings belong to the owner of the land on which they stand as a part of the realty, but buildings may by agreement of parties be erected upon land without becoming affixed thereto. If one erects a permanent building upon the land of another voluntarily, and without any contract with the owner, it becomes a part of the realty and belongs to the owner of the soil. The cession of Alaska to the United States by the treaty of 1867 with Russia was intended to include not only all real property belonging to the Russian Government, but all buildings erected by its permission upon such property, except such as belonged to individuals. A warehouse erected in Sitka, Alaska, in 1845, by the Russian-American Company upon land belonging to Russia of such size and construction as to render it impossible of removal, was embraced in the cession of Alaska by Russia to the United States. The commissioners appointed to receive and make a formal transfer of the ceded Alaskan territory to the United States were not vested with judicial powers to determine the title to property in Sitka or to pass finally upon the question whether a particular building passed under the treaty or not.

THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY OF HARTFORD, CONNECTICUT, v. AKENS.—An insurance case decided by the Supreme Court of the United States to the effect that if one whose life is insured intentionally kills himself when his reasoning faculties are so far impaired by insanity that he is unable to understand the moral character of his act, even if he does understand its physical nature consequence and effect, it is not a "suicide," or "self-destruction," or "dying by his own hand," within the meaning of those words in a clause excepting such risks out of the policy and containing no further words expressly extending the exemption to such a case. In making the proof necessary to establish the liability of the insurer, the plaintiff is entitled to the benefit of the presumption that a sane man would not commit suicide, and of other rules of law established for the guidance of courts and juries in the investigation and determination of facts.

SAUNDERS v. SUN LIFE ASSURANCE COMPANY OF CANADA.—This was a motion by the Sun Life Assurance Company to restrain the defendants from carrying on, in the United Kingdom, the business of a life assurance company, under the name of the Sun Life Assurance Company of Canada, or under any other name of which the word "Sun" formed a conspicuous part, without distinguishing the same from that of the plaintiffs; and from carrying on in the United Kingdom such business under such insignia, or in such a manner as to lead to the belief that the defendants are the Sun Life Assurance Society, or that the business carried on by the defendants is the business of the plaintiffs. It appeared that the defendants were incorporated in Canada in 1865 under the name of the Sun Insurance Company of Montreal, and that, in 1882, they changed their name to the Sun Life Assurance Company of Canada; and they insisted on their rights to carry on business in England under a name which had been lawfully given to them ten years ago by the legislature of Canada. The plaintiffs, on the other hand, maintained that the inevitable result would be that the defendant company would be mistaken for the plaintiffs, who would suffer in their business accordingly. Stirling, J., said that the use by the defendants of their own corporate name (provided it were without abbreviation, addition, or other modification,) involved no misstatement of fact, and could not be restrained by injunction. But upon the evidence there had been some user by the defendants of the name "The Sun," "The Sun Life," or "The Sun Life Assurance Company," and though without intention to deceive, this practice might lead to grave consequences. The right of the defendants did not extend to the use of the name of "The Sun," or "The Sun Life," without the addition of the words "of Canada." Therefore, to give the defendants the opportunity of supplying that which was lacking, he should direct the latter part of the motion to stand to the hearing. Counsel for the defendants said they were prepared to treat this as the trial of the action, and to undertake not to use any abbreviation of their full names without addition of the words "of Canada," and these terms were accepted.

RE SIR J. J. ENNIS.—F., with E. and B. as his securities, gave a bond to a society to secure the payment of a sum at the end of five years, and of interest in the meantime. It was provided, *inter alia*, that if E. and B. or either of them should die, and if F. did not within a month procure a solvent person to enter into a further bond to the same effect as the present one, the principal should become immediately payable. E. died and a fresh bond was entered into by F., B. and H. to the same effect as the former bond, with an additional provision that the giving it should not release the heirs, executors or administrators of E., or in any way alter, vary, or lessen their liability, or effect any right or remedy of the society under the first bond. B. and H. paid the debt and applied to prove against the estate of E. E.'s executors contended that E.'s estate was released, and if not, that it was liable to B. and H. only for one-third of what they had paid. Held, by the Court of Appeal in England, that E.'s estate was not released, but that it was liable only for one-third, and not for one-half of what B. and H. paid.

—The Hamilton, Grimsby and Beamsville Electric Railway Company has let the contract for building eleven trolley cars to Ahearn & Soper, of Ottawa.