to rebut any probability of confusion: British Vacuum Cleaner Co. v. New Vacuum Cleaner Co., [1907] 2 Ch. at p. 329. Grand Hotel Co. v. Wilson, [1904] A.C. 103; the plaintiffs used the words "Water from Caledonia Springs;" the defendants, "Water from the New Springs at Caledonia." Aerators v. Tollit (Automatic Aerators), [1902] 2 Ch. 319; Randall (American Shoe Co.) v. Bradley (Anglo-American Shoe Co.), 24 R.P.C. 657, 773. Colonial Fire Assurance Co. v. Home and Colonial Assurance Co., 33 Beav. 548.

The comparatively slight change in the plaintiffs' trade-name made by the defendant is also a matter for observation. He retains both the words used by the plaintiffs, and merely inserts a short word between them. The retention of the word "My" as the first part of the name chosen by him has contributed to every one of the mistakes disclosed in the evidence, and this would have been avoided if the defendant had not made "My" the first word of his assumed name, as they all arose from the alphabetical index in the telephone directory. As 75 per cent. of the plaintiffs' orders come by telephone, such a simple change as "Our New Valet," or even "Our Valet," would probably have obviated nearly all the mistakes.

However, as I have said, the law is clear, and the question to be decided is one of fact. The trial Judge, who saw and heard both parties as well as their witnesses, has made a clear finding of an attempt by the defendant to trade unfairly, and to represent his business as being the plaintiffs' business, and that customers were actually deceived; and there appears to be ample evidence to sustain these findings, and an appellate Court would not be justified in interfering with them.

In my opinion, the appeal should be dismissed.