

applicants to proceed with the application when after advertisements had been issued and opponents heard the registrar would be in a better position to say whether registration should be permitted. The House of Lords (Lords Shaw, Mersey and Parker) held that initial letters were not a distinctive mark, and were not registrable as a trade mark, and the order of the Court of Appeal was reversed and the order of Eve, J., affirmed, the claim being regarded as "an illegitimate attempt on the part of the applicants to take exclusive possession of a part of the alphabet."

SHIP—BILL OF LADING—CONDITION EXEMPTING SHIP FROM RESPONSIBILITY FOR OBLITERATION, OR ABSENCE OF MARKS ON GOODS—LIABILITY ARISING FROM UNMARKED GOODS.

*Sandeman v. Tyzack & Branfoot SS. Co.* (1913) A.C. 680. This was an action brought by a steamship company to recover freight. The goods in respect of which the freight was claimed consisted of a number of bales of jute, which, with a quantity of other bales of jute for other consignees, were shipped on the plaintiffs' vessel. The bill of lading provided that the plaintiffs were to be liable for the number of packages mentioned unless errors or fraud be proved, and that they were not to be liable for inaccuracies, obliteration or absence of marks, numbers or description of goods shipped. On the arrival of the ship at its destination fourteen marked bales were missing, but there were eleven bales, part of the cargo, remaining which were unmarked and which none of the consignees would accept. The defendants counter-claimed for a shortage of six bales. The plaintiffs contended that the defendants were bound to accept six of the unmarked bales which remained, and the Court of Session so held, but the House of Lords (Lord Haldane, L.C., and Lords Loreburn, Shaw, and Moulton) reversed this decision, holding that the defendants were not bound to accept six of the unmarked bales, and that the plaintiffs were liable for the full value of the six bales not delivered.

RESTRAINT OF TRADE—AGREEMENT BY EMPLOYEE NOT TO ENGAGE IN SIMILAR BUSINESS TO THAT OF EMPLOYER—REASONABLENESS OF RESTRICTION—INJUNCTION.

*Mason v. Provident Clothing & S. Co.* (1913) A.C. 724. This was an appeal from the judgment of the Court of Appeal (1913) 1 K.B. 65. The action was brought to enforce an agreement whereby the defendant, an employee of the plaintiff's in the busi-