

daughter, who had predeceased her, were entitled to an equal share with the children who survived her in the capital of the fund. Lords Watson and Herschell, however, dissented.

**COMPANY—SIMILARITY OF NAME—INJUNCTION.**

In *The North Cheshire & M. B. Co. v. The Manchester Brewery Co.* (1899) A. C. 83, the House of Lords (Lords Halsbury, L.C., and Watson and Shand) have unanimously affirmed the decision of the Court of Appeal (1898) 1 Ch. 539, (noted ante, vol. 34, p. 558.) The plaintiffs, The Manchester Brewery Co., had carried on business under that name for many years. The defendants bought an old business called "The North Cheshire Brewery Co.," and then (without intending to deceive) got themselves incorporated and registered under the name "The North Cheshire and Manchester Brewery Company, Limited." Their Lordships agreed with the Court below that, as a matter of fact, the latter name was calculated to deceive, and that the plaintiffs were entitled to an injunction to restrain its use by the defendants.

**CONTRACT BY COMPANY—ULTRA VIRES—CONSENT JUDGMENT, EFFECT OF—ESTOPPEL—TERMS ON WHICH CONTRACT WILL BE SET ASIDE—RELIEF—MISJOINDER OF PARTIES.**

*Great N. West. Ry. v. Charlebois* (1899) 1 A.C. 114, is the case known in Ontario as *Delap v. Charlebois*, in which the decisions of the various courts through which the case has passed on the way to the Judicial Committee of the Privy Council are chiefly remarkable for the diversity of judicial opinion which they disclose. The action was brought to set aside a judgment, obtained by Charlebois by consent, against the Great North-Western Ry. Co., which judgment was founded on a contract alleged to be fraudulent and ultra vires of the Railway Co. The Chancellor of Ontario, who tried the action, held that the contract on which the judgment was founded, which was one for the construction of the road for the plaintiff company, was void, on the ground that part of the price agreed to be paid was made up of claims other than for construction, and directed that the judgment should be reduced by the amount of these claims, and also by the value of the contract work not completed by Charlebois, the contractor, who had recovered the judgment impeached. He also held that certain bonds of the company had been validly pledged to the plaintiff Delap, and Mansfield, for advances for the construction of the road.