Sir R. Webster, Q. C. (*Attorney-General*), *Sir H. Davey, Q.C.*, and *Ingle Joyce* for the Comptroller-General.

Aston, Q.C., and *Sebastian* for the respondent.

Their LORDSHIPS held that 'Melrose' was not a 'fancy word' and could not be registered as a trade-mark, and allowed the appeal.

HIGH COURT OF JUSTICE, QUEEN'S BENCH DIVISION (21 C.L.J. 154).

TORONTO, March 11, 1886.

Before GALT, J.

LEA v. THE ONTARIO AND QUEBEC RAILWAY CO.

Interest payable on award out of moneys paid into Court.

Where money is paid into Court under sub-sec. 28 of sec. 9, Con. Ry. Act (D.) 1879, by a Railway Company, as security for the compensation of land expropriated by them, pending an arbitration to ascertain such compensation; on such amount being ascertained, the owner is only entitled to the current rate of interest on the fund in Court, and not to legal interest.

The Ontario and Quebec Railway Company on 25th April 1883, paid into the Canadian Bank of Commerce, the sum of $8,000 under the direction of the judge, pursuant to subsection 28 of section 9 of the Consolidated Railway Act, 1879, as security for the lands of one John Lea, expropriated by them for the purposes of their railway, and thereupon obtained an order for immediate possession of the said lands. The money remained on a deposit receipt in the bank to the joint credit of the land owner and the company, bearing interest at 4 per cent. Subsequently, on January 1st, 1884, the amount of compensation coming to the land owner was ascertained to be $3,792 by arbitration under the provisions of the Act.

Afterwards, on March 13th, 1885, on motion by both parties for payment out, the question arose as to what rate of interest the land owner was entitled to.

GALT, J. (following *Great Western Railway Co.* v. *Jones*, and *Wilkins* v. *Geddes*, 3 S. C. 216), made an order for payment to both parties of their respective shares out of the $8,000, with interest at the rate of 4 per cent, from date of the taking of possession of the land by the Company.

Shepley, for the land owner.

MacMurchy (*Wells & Co.*) for the company.

APPEAL REGISTER—MONTREAL.

Tuesday, February 22.

McDonald & Canada Investment Co.—Judgment reversed.

Webster & Dufresne.—Judgment confirmed.

Exchange Bank & Carle.—Judgment confirmed.

Corporation of Sherbrooke & Short.—Judgment reversed.

Weir & Winter.—Judgment reversed.

Blondin & Lizotte.—Judgment reversed.

Burroughs & Wells.—Judgment confirmed.

South Eastern Railway Co. & Guevremont.—Judgment confirmed.

Corporation des Commissaires d'Ecole & La Cie des Abattoirs.—Judgment confirmed.

O'Brien & Semple.—Judgment reversed.

Barré & Lapalme.—Heard on motion for leave to appeal. C.A.V.

Nash & Sternberg.—Motion to dismiss appeal granted.

The Court adjourned to March 15.

IS SHAMPOOING A NECESSARY?

At the Brompton County Court, on Wednesday, December 22, before his Honour Judge Stonor and a jury, the case of *Lucretia Canham* v. *The Hon. F. C. Howard* was tried. The plaintiff, a professional rubber and shampooer, sued the defendant for the sum of 35*l.* for shampooing his wife, Lady Constance Howard, on numerous occasions during the years 1883 and 1884. The shampooing had been originally ordered by Dr. Whatman Wood. The action was commenced in the High Court, and the defendant had pleaded never indebted, and the issue was sent for trial by this court. It appeared by the evidence that on their marriage, the defendant had prohibited his wife from pledging his credit, the lady having a separate income of her own of 200*l.*, and the defendant paid all expenses of house-keeping out of an income of 300*l.* per annum. The