

HOUSE OF LORDS.] [JULY 6.  
 POWELL (APPELLANT) V. THE  
 BIRMINGHAM VINEGAR  
 BREWERY COMPANY  
 (RESPONDENTS).

*Trade Name—"Yorkshire Relish" Case.*

When a trader has long been the sole maker of a particular kind of article, and called it by a non-descriptive trade name by which alone the article has become known in the market, a rival trader is not at liberty to make and sell a similar article under the same name unless he so distinguishes his goods as to prevent their being mistaken for the goods of the original maker, and affirming the decision of the Court of Appeal, L. R. (1896) 2 Chy. 54, held that the appellant was not entitled to use the name "Yorkshire Relish" in connection with any sauce other than the respondents' without clearly distinguishing such sauce from that of the respondents.

#### UNITED STATES.

WEBER v. SHAY.

[46 N. E. REP. 377.

*Solicitor—Services to Prevent Indictment of Client.*

A contract by an attorney at law to render services to prevent the finding of an indictment against one suspected of crime is because of its corrupting tendency illegal and void and that without regard to the attorney's belief as to the guilt or innocence of the accused; and the attorney cannot recover for such services. (Ohio Supreme Court.)

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TURNER v. ST. CLAIR TUNNEL  
 CO.

[70 N. W. REP. 146.

*Personal Injury—Negligence—International Law.*

Defendant was engaged in constructing a tunnel under the St. Clair River, the boundary between Michigan and Ontario. Plaintiff

was employed in Michigan by defendants in the work on the Michigan side and was afterwards directed to the Ontario side to work and while there was injured.

Held that whether or not defendants were liable on the ground of negligence in putting the defendant upon a dangerous work without proper safeguards was to be determined according to Ontario law. (Mich. Supreme Court.)

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FIDELITY & CASUALTY CO. v.  
 FORDYCE.

[41 S. W. REP. 420.

*Employers' Liability Insurance.*

Where a policy provides for payment of sum for which the insured "may become liable for" in damages for personal injuries, and that the insuring company shall have charge of the defence in litigation against the insured in respect thereof, the liability of the company accrues when the insured's liability has been finally determined and not until after the termination of a pending appeal from the judgment at trial. (Ark. Supreme Court.)

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COMMONWEALTH v.  
 LANGLEY.

[47 N. E. REP. 511.

*False Pretences—Corporation.*

An officer of a corporation who induces persons to purchase worthless stock by false and fraudulent representations is guilty of obtaining money under false pretences, although the money never became his but went to the corporation and he received none of it. (Mass. Supreme Court.)

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PRYSE v. PEOPLES' BUILDING  
 ASSOCIATION.

[41 S. W. REP. 574.

*Interest—Building Association System.*

The obligation of borrowing members of a building association to pay