

lunatic, from whence she was transferred to the asylum. The wife's relatives then applied to the Lieutenant-Governor and obtained her release, and she went to live with them, and claimed alimony.

*Held*, that an action therefor would not lie.

*Swayzie*, for plaintiff. *Riddell*, K.C., for defendant.

Boyd, C.]

GRAND HOTEL COMPANY v. WILSON.

[July 18.

*Trade name—Infringement of—“Caledonia water,” “Caledonia mineral water.”*

The plaintiffs had been for many years the owners of certain springs and had procured a trade mark to be registered of the water therefrom under certain devises and the names “Caledonia Water” and “Caledonia Mineral Water.” This water through the plaintiffs’ exertions and the expenditure of large sums of money, had become widely known, and was used medicinally and as a beverage. The name Caledonia was the name of the township in which the springs were situated, but this had been lost sight of in the name given to the plaintiffs’ place “Caledonia Springs” where they had erected a hotel around which a village of that name had sprung up and a railway station of the same name had been placed. The defendants purchased a lot about a quarter of a mile from the plaintiffs’ place, where they sank an artesian well from which they procured a water which they sold under the name of “Caledonia Water” and “Water from the New Springs at Caledonia,” imitating the shape and make of the plaintiffs’ goods, the object admittedly being to sell their water in the market established by the plaintiffs.

*Held*, that the defendants’ acts were calculated to mislead and did mislead purchasers, and an injunction was granted restraining the defendants for selling the water under the names adopted by them.

*W. Cassels*, K.C., and *F. Arnoldi*, K.C., for plaintiffs. *Shepley*, K.C., and *W. E. Middleton*, for defendants.

Meredith, C.J.]

RE TATHAM.

[July 18.

*Execution—Goods exempt from—Right of widow to—Effect of provision for wife in will—Devolution of Estates Act—Gift of property belonging to wife—Election—Insurance moneys—Charge on—Payment by devisees pro rata.*

The goods of a deceased husband, exempt from seizure under the Execution Act, R.S.O. 1897, c. 77, are not, except as to funeral and testamentary expenses, assets in the hands of the husband’s executors for the payment of debts, the effect of s. 4 of that Act being to give his wife a parliamentary title thereto; that the fact of the wife being residuary devisee under the husband’s will did not put her to her election as to