extensively as such. The founder of the business was George T. Slater, after whose death the plaintiffs acquired the busi and good will from the executors. They had obtained a spe trade mark consisting of a representation of a wooden frame, with the words "The Slater Shoe" inscribed on the slate, and their goods had a large sale in Winnipeg at a store where they were exclusively sold. The defendant, who carries on a retail boot and shoe business in Winnipeg, about September, 1904, took the agency for the sale of boots and shoes made by George A. Slater, another wholesale manufacturer, whose goods also were extensively advertised and sold in Canada as "The George A. Slater Shoe" and the "Invictus Shoe." The advertisement complained of appeared in a Winnipeg newspaper, on the 2nd and 3rd of April, 1906, and consisted of a cut of a shoe, underneath which in display type were the words "We sell the celebrated George A. Slater Invictus shoes for men. The words "George A." and "Invictus" were in considerably smaller type than the words "Slater" and "shoes" but still were quite prominent and easily seen, and the Court was satisfied that the insertion of the advertisement in that form, was by the defendant's advertising agent without his knowledge, and that the defendant discontinued the advertisement, as soon as the form of it came to his notice, and before plaintiffs took any exception to it.

This action was not commenced until April 19, 1906, the Court being asked to restrain the defendant from advertising or offering for sale or selling boots and shoes, not made by the plaintiffs as "Slater Shoes" or "Slater Goods," or by any other name or names under which the public might be led to believe that the shoes handled by the defendant, were made by the plaintiffs.

Held, that the defendant had a right to advertise and sell shoes under the name "George A. Slater," as that was the real name of his principals and there was nothing to shew that he had been doing so dishonestly, or in such a way as to falsely represent the goods as those of the plaintiffs, and that the injunction should be refused.

Burgess v. *Burgess*, 3 De G.M. & G. 896, followed. *Reddoway* v. *Banhour* (1896) A.C. 199 distinguished.

Hoskin, for plaintiffs. *Aikins*, K.C., and *Coyne*, for defendant.