"New Springs at Caledonia," instead of "in Caledonia." The defendants might have said with perfect correctness "New Springs at Caledonia Springs," for the phrase "Caledonia Springs" means not only the springs of water, but the place or neighbourhood where they are situate. The defendants' description of their water as water from "The New Springs at Caledonia" is a perfectly true and accurate description, and one which clearly and sufficiently distinguishes it from the plaintiffs' water. It was contended that defendants had no right to use the word "Caledonia" at all in designating their water. But, the defendants' springs being at Caledonia, they have a right to say so, taking care to distinguish them from those of the plaintiffs at the same place. Singer Mfg. Co. v. Loog, 8 App. Cas. 15, 27, 37, 38, 39, referred to.

It was also contended that the make-up of defendants' goods was calculated to deceive the public, because the bottles used were similar. But it was not shewn that plaintiffs' bottles were in any way peculiar in form, size, or colour, or different from bottles in common use for the sale of other waters. It was said that it was common to put such goods on ice, and that the labels then came off, and the customer might be deceived, but it is not shewn that defendants did things of that kind. See observations of Lords Macnaghten and Davey in Payton v. Snelling, [1901] A. C. 308. Therefore, the whole of the 4th member of the injunction was unwarranted. No part of the 5th member can be maintained as against any of the defendants. None of the defendants, except Tune & Son, has been shewn to have done anything here enjoined, and that part of the judgment allowed to stand against Tune & Son is sufficient as against them.

OSLER, J.A., concurred.

MOSS, C.J.O., dissented, being of opinion that the Chancellor's conclusions of facts were well supported by the testimony. He referred to Wotherspoon v. Currie, L. R. 5 H. L. 508; Montgomery v. Thompson, [1891] A. C. 217; Reddaway v. Banham, [1896] A. C. 199; Radde v. Norman, L. R. 14 Eq. 348; Apollinaris Co. v. Morrish, 33 L. T. N. S. 242; Worcester v. Locke, 18 Times L. R. 712; Boston Rubber Shoe Co. v. Boston Rubber Co. of Montreal, 32 S. C. R. 315. He considered that plaintiffs were entitled to an injunction, but that the injunction awarded was not in the proper form. It should be to restrain the defendants, their servants and agents, from selling or offering or exposing or advertising for sale or procuring or enabling to be sold any mineral waters