

works exhibition, he having entered into a partnership to carry on such an undertaking under the name of "Louis Tussaud's Exhibition." The plaintiff company again attempted to restrain him from so doing, but on this occasion without success, Mr. Justice Stirling holding that what they sought was practically a monopoly of the name of Tussaud in connection with waxworks to which they were not by law entitled.

The subsequent decision of Mr. Justice Kay in *Rendle v. J. Edgcumbe, Rendle & Co. (Lim.)*, 63 L.T. Rep. (N.S.) 94, fortifies the view taken by Mr. Justice Stirling in *Tussaud v. Tussaud*; for Mr. Justice Kay held that the defendant, who was not at the time carrying on a certain business, he having assigned all his interest therein to his creditors, had no right to lend his name to a company promoted by him, and of which he was manager, which name, from its being so like one already attached to an established business, would be calculated to deceive.

Sometimes the question raised is whether on the sale of a business carried on under a particular name the purchaser has a right to use that name. Thus, in *Thynne v. Shove*, 59 Law J. Rep.Chanc. 509, the plaintiff had sold to the defendant his business premises and the goodwill of the business carried on by him there. The deed by which the sale was effected contained no express assignment of the right to use the plaintiff's name. Mr. Justice Stirling held (distinguishing *Levy v. Walker*, 48 Law J. Rep.Chanc. 273; L.R. 10 Chanc. Div. 436) that the defendant had, by virtue of the assignment of the goodwill, the right to use the plaintiff's name in the business, so as to show that the business was the one formerly carried on by him, and not so as to expose him to any liability by holding him out as the owner of the business, or as one of the persons with whom contracts were to be made.

The last case to which we shall refer is that of *Lewis's v. Lewis*, 25 L.J. N.C. 111. The plaintiff, who carried on a large retail business in various provincial towns, widely advertised and known as "Lewis's," claimed an injunction to prevent the defendant, whose name was J. M. Lewis, from carrying on a similar business in Preston under the name of "Lewis's." Mr. Justice Kekewich did not consider that the defendant was using his own name of J. M. Lewis in a fair and honest way when he added to it an 's,' preceded by an apostrophe. The learned Judge was of opinion that the object of the defendant was to represent that his business was that of the plaintiff, and thereby to injure him; and accordingly granted a perpetual injunction.

Summing up briefly the results of the various decisions, the following propositions may, we think, be taken as a correct statement of the law relating to personal trade names, as it at present stands. A trader who adopts as his business name that which is an accurate statement of an existing state of facts—e.g., his own name if trading alone, or his own in combination with those of his partners, or a comprehensive description of them—cannot, in the absence of fraud, be restrained from so doing.—*The Law Journal*.

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