

purchasers into the belief that they were buying the plaintiffs' goods, and that the defendants did pass off their goods as those of the plaintiffs. The Judge at the trial gave judgment for the plaintiffs, but the Court of Appeal considered there was no evidence to support the finding of the jury and dismissed the action (1895) 1 Q.B. 286 (noted ante vol. 34, p. 201.) This decision the House of Lords (Lords Halsbury, L.C., Herschel, Macnaghten and Morris) reversed, and restored the judgment of Collins, J., at the trial, holding that notwithstanding the description was literally true as applied to the defendants' goods, yet that the plaintiffs had by prior user acquired the name as a distinctive designation of the goods manufactured by them, that it could not be used by the defendants as descriptive of their goods without at the same time adding thereto something to distinguish them from those of the plaintiffs.

TRADE MARK—"CLUB SODA"—INJUNCTION—ALLEGED MISREPRESENTATION OF HIS GOODS BY PLAINTIFF.

*Cochrane v. Macnish*, (1896) A.C. 225, was an action to restrain the use by the defendants of the plaintiff's registered trade mark of "Club Soda." The defendants contended that the plaintiff was not entitled to relief because he printed on his label "manufactured in Ireland by H. M. Royal Letters Patent," which was alleged to be an untrue representation that ingredients from which the goods were manufactured were patented. But it was held by the Privy Council (Lords Hobhouse, Macnaghten, Morris, and Sir R. Crouch) that as those words were explained by evidence to mean that the goods were manufactured by patented machinery, they did not disentitle the plaintiff to relief.

CONTRACT OF INDEMNITY—ESTOPPEL—INTENTION TO ABANDON CLAIM.

In *Chadwick v. Manning*, (1896) A.C. 231, the Privy Council (Lords Hobhouse, Macnaghten, Morris, and Sir R. Crouch) have approved of the law as laid down in *Jordan v. Money*, 5 H. L. C. 185. The action was brought to obtain a declaration that the defendant was estopped from enforcing an agreement of indemnity, and for an injunction to restrain him from