TRADE NAME—FORMER CONCURRENT USER OF, BY TWO FIRMS—DISCONTINUANCE AND RESUMPTION OF USE OF TRADE NAME.

Daniel v. *Whitehouse* (1898) 1 Ch. 685, was an action to restrain the use by defendant of a trade name applied to certain articles of the plaintiff's manufacture. The peculiarity of the case arises from the fact that the name in question, "Brazilian silver," had formerly been in use by the plaintiffs and defendants concurrently. It appeared that the plaintiffs had continuously used the name as applied to goods manufactured by them since 1886, and had established a large trade in goods so styled; and that from 1885 to 1887 the defendant had also used the name as applied to goods made by him, but that from 1887 to 1894 only a few sales had been made by the defendant under that name, and that in 1894 they had ceased altogether. It also appeared that the goods called "Brazilian silver" were now known to the trade and the public as the plaintiff's make. Barnes, J., under the circumstances, considered the case came within "the Yorkshire Relish" case: *Powell* v. *Birmingham Vinegar Brewery Co.* (1894), 3 Ch. 449, noted ante, vol. 31, p. 117, and granted the injunction as prayed, viz., restraining the defendant from using the name "Brazilian silver" in connection with, or descriptive of his goods without so distinguishing them from the plaintiff's goods, so that nobody might mistake the one from the other.

A doctor sued a labourer in the County Court for Cambridgeshire, England, for professional services rendered in pursuance of an engagement to attend the labourer's wife during her confinement. Before the child was born the wife engaged another medical man. The County Court judge was of the opinion that the doctor who was originally engaged had no legal claim to compensation, inasmuch as he was not called upon actually to attend the mother when she was confined. This view has provoked much adverse criticism in British medical circles; and it is not easy to defend the doctrine of the decision on any ground of good morals. To engage a doctor and thus impose upon him restrictions that may affect his movements for many days, and then employ another physician when there has been no fault or suggestion of fault in respect to the conduct of the first one, is a course of proceeding which certainly ought to render the employer chargeable with a fair and reasonable value of the first doctor's services in holding himself ready to respond to the summons, come when it might, which should call him to the bedside of the patient.—*Ex.*