

15th century. In 1896 the contract between the plaintiff and the defendants came to an end, and thereafter they sold in similar bottles to those in which the plaintiff's water was sold, a water which they called "Apenta," but the labels on the bottles resembled those on the plaintiff's bottles, and had thereon the words, "bottled at the Uj Hunyadi Springs, Buda Pesth," the word "Hunyadi" occurring four times conspicuously on the bottles, and they also had a yellow label with a red diamond, similar to a label which the defendants had been accustomed to place on the bottles of water received from the plaintiff when acting as her agent. The plaintiff objected to the use in any way by the defendants of the word "Hunyadi," and also to the use of the yellow label with the red diamond mark. Kekewich, J., was of opinion that no evidence of intention to deceive is necessary where the defendants' goods on the face of them, and having regard to surrounding circumstances, are obviously calculated to deceive, because a person must be taken to intend the reasonable and natural consequences of his acts: but if a mere comparison of the goods, having regard to surrounding circumstances, is not sufficient, then evidence of intent is necessary, and that such evidence was necessary in regard to the use of the yellow label and diamond; but he was of opinion that the plaintiff failed to prove any intention to deceive on the part of the defendants by the use of the yellow label and the diamond mark, it appearing that the defendants had used that label as their trade mark so as to indicate that the goods to which it was attached were sold by them, and he therefore refused to make any order as to the use of that label; but he held that the use of the word "Hunyadi" was an invasion of the plaintiffs' rights, and he granted an injunction against its use on any water sold by the defendants other than that derived from the plaintiffs' spring, without clearly distinguishing the same from the water derived from the plaintiff's spring; he also ordered the delivery up, or destruction, of all labels or capsules in the defendants' possession or power, bearing the word "Hunyadi," and, although expressing a strong opinion that the defendant's sale of