TRADE MARKS ACT 1938 (AS AMENDED) AND TRADE MARKS ACT 1994

IN THE MATTER OF APPLICATION No 1448303 BY LE CRAVATTE DI PANCALDI S.r.I. TO REGISTER A MARK IN CLASS 25

AND

IN THE MATTER OF OPPOSITION THERETO UNDER No 40002 BY CAMICERIA PANCALDI & B S.r.l.

TRADE MARKS ACT 1938 (AS AMENDED) AND TRADE MARKS ACT 1994

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IN THE MATTER OF Application No 1448303 by Le Cravatte Di Pancaldi S.r.l. to register a mark in Class 25

10 **and**

IN THE MATTER OF Opposition thereto under No 40002 by Camiceria Pancaldi & B S.r.l.

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DECISION

On 16 November 1990 (but claiming a priority date of 16 May 1990) Le Cravatte di Pancaldi 20 S.r.l. applied to register the mark

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for a specification of goods which reads:

35 "ties, foulards, bow-ties, cummerbunds, scarves, waistcoats and gilets; all included in Class 25; but not including belts, shoes, shirts, trousers, knitwear and articles of leather clothing."

The application is numbered 1448303.

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On 27 June 1994 Camiceria Pancaldi & B S.r.l. filed notice of opposition to this application. They say they are the proprietors of the registrations shown in the Annex to this decision and have made extensive use of marks consisting of or incorporating the word PANCALDI in the United Kingdom on goods in Class 25. Objection is, therefore, said to arise under Section 11 and 12(1) of the Act. They also ask that the discretion of the Registrar be exercised adversely to the applicants.

The applicants filed a counterstatement in which they:

- **S** admit that the opponents are the proprietors of the trade marks set out in the Annex and that some of the goods of the application are the same or of the same description
- **S** deny the other claims made against them including the claim that the marks so nearly resemble one another as to cause confusion
- 10 S say that the opponents are estopped from opposing the present application by virtue of an agreement between the opponents' predecessors in business, Camiceria Pancaldi & B S.p.A., and the applicants whereby the opponents' predecessors in business agreed to registration of the applicants' mark in the United Kingdom for goods covered by the present application.
 - **S** claim the benefit of honest concurrent use under Section 12(2) in the event that the marks are held to nearly resemble each other.
 - Both sides ask for an award of costs in their favour.

Both sides filed evidence. The matter came to be heard on 28 November 2000 when the applicants were represented by Mr P Brereton of Reddie & Grose and the opponents by Mr T Moody-Stuart of Counsel instructed by Marks & Clerk.

25 By the time this matter came to be decided, the old Act had been repealed in accordance with Section 106(2) and Schedule 5 of the Trade Marks Act 1994. These proceedings having begun under the provisions of the Trade Marks Act 1938 however, they must continue to be dealt with under that Act in accordance with the transitional provisions set out at Schedule 3 of the 1994 Act. Accordingly, all references in this decision are references to the provisions of the old law, unless otherwise indicated.

As can be seen from the applicants' counterstatement they deny that the parties' respective marks so nearly resemble one another as to cause confusion. In the alternative they offer two defences based on their own use and their views on the effect of an agreement with the opponents' predecessors in business. The evidence that has been filed addresses these issues.

The use evidence

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The opponents have provided very little other than generalised claims in a declaration from
Daniele Ruggeri who describes himself as the opponent company's proxy. He says that the opponents first used the mark PANCALDI & B in the UK upon articles of clothing in 1968 with use of the other registered marks commencing at later dates. Exhibit 2 shows invoices relating to clothing sales but as they relate to the years 1993 - 1995 they are of no assistance. Exhibit 3 is a sales breakdown from 22 November 1988 to 29 March 1990 under the mark
PANCALDI & B. The document is a single table which from its heading appears to relate to sales to a company in Dover Street, London called Nandarliss Ltd - Briefbest. It is not clear what goods are involved or what the entries in the table mean. I find it of little assistance.

The applicants' filed a statutory declaration by Leda Ziosi, their Managing Director in which he describes the use made of the mark at issue:

- He says the trade mark that is the subject of application 1448303 was first used by his
 Company in 1989. In the years 1987 and 1988, the company used a similar trade mark except that the name PANCALDI was written in hollow characters within a rectangular border. For some years prior to 1988, the company used the name PANCALDI written in hollow form within a rectangular border. Prior to that, since 1974 the company had used the name PANCALDI written as a signature.
 - Initially, the goods on which the trade mark was used were solely ties but later the goods also included foulards, handkerchiefs, bow ties, cummerbunds, scarves, waistcoats, gilets and other garments.
- 15 The trade mark is applied to other goods as sewn in labels. It is also featured on invoices and other sales documents. Exhibit LZ1 contains copies of invoices and sew in labels featuring the trade mark PANCALDI in its earlier forms and later the trade mark V VITALIANO PANCALDI.
- 20 The sales of goods featuring the trade marks PANCALDI in the United Kingdom from 1984 to 1990 are said to have been approximately as follows:-

	<u>Year</u>	<u>Value</u>	
25	1984	355,931,414 Italian Lir	e
	1985	353,434,865 " "	1
	1986	244,498,944 " "	'
	1987	216,494,752 " "	'
	1988	288,637,179 " "	1
30	1989	158,407,316 " "	1
	1990	142,273,940 " "	1

These values are export values to the United Kingdom.

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The goods are sold throughout the United Kingdom. Outlets for V VITALIANO
 PANCALDI goods are to be found in Leeds, Bolton, Manchester, Leicester, Boston,
 Birmingham, Cambridge, Southend, Brighton, Bournemouth, Croydon, Romford, London,
 Cardiff, Glasgow, Edinburgh and other towns and cities throughout the United Kingdom.
 PANCALDI goods are available from Bally Shoe Co Limited, Cecil Gee, Harrods, Selfridges
 and Simpsons.

The Agreement (letter of intent) evidence

Mr Ziosi for the applicants sets out the background as follows:

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"In 1989 my Company entered an agreement with Camiceria Pancaldi & B S.p.A. of Bologna concerning trade mark PANCALDI. There is now produced and shown to me marked "Exhibit LZ2" a copy of the consent agreement. Camiceria Pancaldi & B S.p.A. (Hereinafter referred to as "Camiceria") and my 5 Company (formerly called "Pancaldi Chic") had from their beginnings been very closely associated with one another. Both companies were founded during the same period at the beginning of the 1950's. Each company had a particular product line. Initially Camiceria produced exclusively men's shirts and my Company solely ties. A close relationship existed between the founder partners of the two companies, since BRUNO 10 PANCALDI who, together with his mother, Albertina Bottazzi, founded Camiceria, was a first cousin of VITALIANO PANCALDI, founder of my Company. Following the death of Bruno Pancaldi in 1977, the same good relations between Camiceria and my Company continued for a time, so much so that at the inauguration 15 of Pancaldi's Show Room in Milan (about 1983) all the goods of both companies were present under their respective brand names, Camiceria Pancaldi and Le Cravatte di Pancaldi. Further evidence of these good relations is provided by the fact that, for many years, Pancaldi & B Inc of New York and Pancaldi UK of London, who were owned by Camiceria, acted as distributors and agents in America and the United 20 Kingdom for the products of my Company [as] well as their own. Subsequently, in 1988, relations between Pancaldi and my Company gradually become deteriorated until legal proceedings were started by Camiceria against my Company. The matter was however soon settled and the companies signed the agreement on 15 25 September 1989 that is Exhibit LZ2, defining the conditions for use of the respective trade marks. Soon afterwards Camiceria was bought by new proprietors who acquired the Pancaldi & B trade marks from Camiceria and have questioned the validity of the agreement, 30 resulting in the issue of two new legal actions against my Company. There has, to date, been no reply decision on the substantive issues in these actions." As I understand it the background circumstances set out above and events leading up to the challenge to the validity and effect of the agreement are not disputed. Both sides have filed 35 substantial volumes of evidence as to the position in relation to legal proceedings in Italy. These are as yet unresolved. For reasons which I will explain later in the decision I do not propose to record the full extent of the parties' evidence though I will briefly outline the issues that have been raised. 40 The evidence bearing on the agreement is given in the form of pro veritate opinions by Italian lawyers involved in the proceedings in Bologna. Salvatore La Ciura puts the opponents' position and Federico Dalla Verita the applicants' position. It emerges from this material that the opponents, Camiceria Pancaldi & B S.r.l., are a different legal entity to Camiceria Pancaldi & B S.p.A. the company which entered into the agreement with the applicants on 15 45 September 1989. After that agreement was signed Camiceria Pancaldi & B S.p.A. transferred its own part of the business to Scotlan S.r.l. which later changed its name to Pancaldi & B

s.r.l. After the assignment it is said that Camiceria Pancaldi & B S.p.A. resolved to stop its activities and to put itself into liquidation having also changed its name to Pri. Mola S.p.A.

- Against the background of these corporate changes and events Camiceria Pancaldi & B S.r.l.
 has initiated legal proceedings in the Italian Courts against the applicants alleging infringement of the trade mark Pancaldi. Pri Mola S.p.a. has brought separate proceedings in which it seeks to have the agreement declared a nullity because it is said to be contrary to Italian trade mark law and also involved a conflict of interest on the part of one of the signatories. There is also what I take to be an alternative line of argument that, if the agreement is valid, the
 applicant company has nevertheless breached its terms by trading under a mark and in respect of goods which are outwith the terms of the agreement. Further or alternatively the opponents allege that the agreement does not extend to them as successors in title and that the agreement in any case only involved the transfer of 'pending legal relationships'.
- 15 The applicants both dispute the above claims and say that under Italian law the agreement of 15 September 1989 remains effective until such time as there is a judgment from the Courts to the contrary. I note in passing that the Italian proceedings appear to have been launched in the early 1990s. Hearings fixed at various times between 1992 and 1995 have all been adjourned and there appears to be no prospect of an early decision in the matter.
 - Sr La Ciura subsequently filed further evidence which I need not summarise. Suffice to say that he makes a counter claim that the agreement is in effect an indefinite licensing arrangement which under Italian law can be terminated at any time by either of the parties. Thus it is said that even if the agreement was at one time binding on the opponents that is the case no longer as Camiceria Pancaldi & B S.r.l. have notified their desire to cancel it.

The above is no more than a cursory review of the extensive material that has been filed bearing on the agreement. I comment on its significance below.

30 That concludes my review of the evidence.

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The applicants have suggested that the agreement between themselves and the opponents' predecessors in business sets up an estoppel preventing the opponents objecting to their application. I will consider this point first because if the applicants succeed in this argument then that would be an end to the matter.

In my evidence summary I have done no more than sketch out the background to the agreement, the dispute that has arisen in Italy and the positions adopted by the parties in that jurisdiction. I indicated at the hearing that I foresaw a fundamental problem with the evidence which had been filed in these UK proceedings. Whilst the applicants have filed a copy of the agreement made in Italy in 1989 no translation has been filed. The opinions that have been given by the Italian lawyers have been translated and provide some insight into the contents of the agreement but not a complete picture. It is highly unsatisfactory to approach an agreement on the basis of partial (in both senses) revelations as to its contents from lawyers but without a clear and full understanding of what is in the document. That difficulty is compounded by the

fact that the interpretation and lawful operation of the agreement are the subject of as yet unresolved proceedings in the Italian Courts. I, therefore, decline to find that the opponents are estopped from opposing the application.

- 5 There is a further reason for reaching this view. The opposition is brought under Sections 11 and 12 and the applicants make a counterclaim under Section 12(2). It has long been held in relation to these Sections that the public interest must be considered. Thus for example Kerly's Law of Trade Marks and Trade Names records at 10-17 in relation to Section 12(2):
- 10 "In deciding cases under this section, the tribunal will consider the public interest as well as the rights of the applicants *inter se*, and, unless the public are protected, will not give effect to an agreement for concurrent registrations of identical marks, at all events in the absence of special circumstances."
- 15 Once an opposition is raised an agreement between parties (or their predecessors) in another jurisdiction, which purports to recognise their respective rights in the UK may not be determinative of the position in this country as the public interest also needs to be considered. On that basis such an agreement cannot be invoked to negate or override the proper operation of UK domestic law but may be a factor which can be taken into account in proceedings in this country to the extent that it is not in conflict with that law. For that reason also I find that the existence of the agreement cannot in itself decide the matter.

Although that deals with the agreement in terms of the applicants' claim that it creates an estoppel, I will need to return to it later in this decision in the light of Mr Moody-Stuart's submissions.

Turning to the substance of the opponents' case, Sections 11 and 12(1) read:

- "11. It shall not be lawful to register as a trade mark or part of a trade mark any
 matter the use of which would, by reason of its being likely to deceive or cause confusion or otherwise, be disentitled to protection in a court of justice, or would be contrary to law or morality, or any scandalous design.
- 12.-(1) Subject to the provisions of subsection (2) of this section, no trade mark shall
 be registered in respect of any goods or description of goods that is identical with or
 nearly resembles a mark belonging to a different proprietor and already on the register
 in respect of-
 - (a) the same goods,
 - (b) the same description of goods, or
 - (c) services or a description of services which are associated with those goods or goods of that description."

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The reference in Section 12(1) to a near resemblance is clarified by Section 68(2B) of the Act which states that references in the Act to a near resemblance of marks are references to a

resemblance so near as to be likely to deceive or cause confusion.

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The established tests for objections under these provisions are set down in Smith Hayden and Company Ltd's application (Volume 1946 RPC 101) later adapted, in the case of Section 11 by Lord Upjohn in the BALI trade mark case 1969 RPC 496. Adapted to the matter in hand, these tests may be expressed as follows:-

(Under Section 11) Having regard to the user of the opponents' mark PANCALDI & B is the tribunal satisfied that the mark applied for if used in a normal and fair manner in connection with any goods covered by the registration proposed will not be reasonably likely to cause deception and confusion amongst a substantial number of persons?

- (Under Section 12) Assuming user by the opponents of their mark PANCALDI & B in a normal and fair manner for any of the goods covered by the registration of that mark, is the tribunal satisfied that there will be no reasonable likelihood of deception amongst a substantial number of persons if the applicants use their mark normally and fairly in respect of any goods covered by their proposed registration?"
- 20 <u>Note</u> I have formulated the above on the basis of the PANCALDI & B registration (No. 922933) which was mainly relied on at the hearing. The same tests would apply, mutatis mutandis, in relation to the other marks the opponents have registered and used.

25 I will deal with Section 12 first. It is not disputed that the applicants' specification covers goods which are the same and/or of the same description as the goods of the opponents' specifications. Mr Brereton submitted that I should not simply approach the issue of comparison of marks on the basis of extracting, as it were, the common feature PANCALDI. That is no doubt right. I must compare the respective marks as wholes bearing in mind the PIANOTIST criteria (23 RPC 774). Mr Moody-Stuart relied principally on registration No. 30 922933 for the mark PANCALDI & B. It is fair to say that the ampersand and single letter following the surname/word PANCALDI makes for a slightly unusual combination and gives a rather different appearance to the applicants' composite mark. Nevertheless PANCALDI is the element which is likely to fix itself in the memory and be the main identifying feature in the mark. It seems to me that anyone already familiar with the opponents' mark who encountered 35 the applicants' mark might well think that they came from the same stable. I, therefore, regard the Section 12(1) objection as being made out.

- In the circumstances of this case there is little to be gained by considering the opponents'
 position under Section 11. The evidence in substantiation of their claim is thin and insufficient to get the objection off the ground. Even if that were not the case the opponents' position on the basis of their user does not allow them to attack on a broader front than is already available to them under Section 12(1).
- 45 I now turn to the applicants' claim under Section 12(2). This Section reads:

"12(2) In case of honest concurrent use, or of other special circumstances which in the opinion of the Court or the Registrar make it proper so to do, the Court or the Registrar may permit the registration by more than one proprietor in respect of:-

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- a) same goods
- (b) the same description of goods or
- (c) goods and services or descriptions of goods and services which are associated with each other

of marks that are identical or nearly resemble each other, subject to such conditions and limitations, if any, as the Court or Registrar, as the case may be, may think it right to impose."

The main matters for consideration under Section 12(2) were laid down by Lord Tomlin in the PIRIE case 1933 RPC 147. They are:

- (i) the extent of use in time and quantity and the area of trade;
- (ii) the degree of confusion likely to ensue from the resemblance of the marks, which is, to a large extent, indicative of the measure of public inconvenience;
- (iii) the honesty of the concurrent use;
- (iv) whether any instances of confusion have been proved;
- (v) the relative inconvenience which would be caused if the mark in suit was registered, subject if necessary to any conditions and limitations.
- I will consider each of the PIRIE criteria in turn

(i) Extent of use - the applicants have used a number of forms of their mark since 1974. The mark applied for is the one used in recent years. Sales figures are given for the years 1984 to 1990. The figures refer to export values. Retail prices are likely to be significantly higher. The level of trade is probably moderate by the standards of the clothing industry. On the other hand the applicants operate in the rather more specialist area reflected in the applied for specification. Sufficient (unchallenged) evidence has been filed to confirm a spread of sales through major cities in the UK and a number of well known outlets such as Cecil Gee, Harrods, Selfridges etc. A variant form of the mark applied for was in use between 1987 and 1989. I take the view that the presentational difference is so small that it does not materially affect matters. Between 1984 and 1986 the word PANCALDI was used set within a simple border. I will comment on this use later in the decision.

- (ii) <u>Degree of confusion likely to ensue</u> clearly the parties' respective marks are not identical but I have concluded that the PANCALDI element is sufficiently strong for
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there to be a risk of confusion. The applicants' specification covers items which might normally be termed formal wear (bow ties, cummerbunds, waistcoats etc.) but also includes ties which are routinely stocked in a wide variety of clothing outlets. I must also bear in mind the notional breadth of the opponents' trade. The suggestion in the evidence is that in practice the parties have operated in discrete and mutually exclusive areas. That may be so but it in itself it does not entirely dispose of the problem.

(iii) <u>The honesty of the concurrent use</u> - although the agreement referred to above was initially raised by the applicants in support of their claim that the opponents could not object to their application Mr Moody-Stuart sought to turn it to his advantage by suggesting that the nature, and in particular the honesty, of the applicants' use was critically dependent on their view of the agreement being correct. He put the matter as follows in his skeleton argument:

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"Further, it is submitted that the Applicant's claim to honest concurrent use is dependant upon it being successful in its contention that the Agreement granted it the right to use the mark applied for in the UK, and that the Agreement (acting as a licence) is still extant and binding upon the Opponent. If it is not, and the Applicant's right to use the mark in the UK (if it ever existed) has been revoked or become void (as is the evidence of the Opponent's Italian lawyer) then its use of the mark, even if established as concurrent, can hardly be said to have been honest or led to a right so as to allow registration of the mark applied for."

I have already commented on the difficulty in relying on the agreement evidence. However for reasons which I will briefly explain I am not persuaded that a decision in the UK proceedings turns on the existence of the agreement or the outcome of proceedings in Italy. The attraction for the opponents of establishing an inextricable link between the honest concurrent use claim in the UK and the unresolved proceedings in Italy relating to the agreement is that it would make it more difficult for the applicants to discharge the onus that is accepted to be on them in these opposition proceedings.

I do not understand the opponents to dispute Mr Ziosi's summary of the history of the 35 applicant company and Camiceria Pancaldi & B S.p.A. (the opponents' predecessors in business). Both companies were formed in Italy in the 1950s. A family link existed between their respective founders. Camiceria Pancaldi & B S.p.A commenced business in the UK in 1968 and the applicants six years later. Thus each has built up a long established trade in both Italy and the UK. A mutually accepted and, it would 40 seem, cooperative business relationship existed until 1988. Whatever the causes of the rift between the two companies at that time it appears to have been resolved by the signing of the 1989 agreement. From the perspective of the Italian lawyers evidence, it seems common ground that the agreement reflected, inter alia, the marks the parties were entitled to use and the goods in respect of which each could trade (paragraph (c) 45 on page 3 of Mr Dalla Verita's opinion and 3.4 of Mr La Ciura's opinion). To that extent it is not unreasonable to assume that the agreement recognised existing trading

positions and regulated future use. I cannot see how the honesty of the applicants' past use in the UK (which is reflected in the specification applied for) is in some way dependent on the existence of the agreement and it being binding on the parties. Either the applicants' past use in the UK was honest or it was not. The agreement could not give it legitimacy if it was not honest or make honest trade dishonest.

It follows that even if I were to consider the matter on the basis that the agreement was subsequently to be declared null and void I do not see that as necessarily undermining the applicants' position in this country (whatever the resulting position might be in Italy). They are entitled to have whatever rights arise from their long established trade in this country considered in the context of the Section 12(2) claim. I, therefore, do not accept the linkage the opponents seek to introduce between the fate or effect of the agreement and the applicants' honest concurrent use claim. Specifically I do not accept that the applicants' use has been other than honest.

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- There is, however, one further matter. Mr Moody-Stuart suggested that even if the applicants had the right to use the mark then it was in effect by means of a bare licence from the opponents. If that were the case then the argument would run that the applicants could show concurrent use but it would not be honest use when it came to claiming the benefit of it in support of an application for registration because the use 20 would accrue to the grantor of the licence. Again I am hampered by not having details of the agreement itself. There is no evidence before me that the applicants have been using their mark under licence from the opponents. On the face of it it seems an unlikely proposition. Mr Ziosi has explained the history of the two companies. This is not a case where one company was a subsidiary of, or spun off from, the other. They 25 were independently founded albeit with a family link between them. The UK operations have similarly grown up independently. It requires more than mere assertion on the opponent's part to establish that, contrary to what one might expect, the applicants were operating under a bare licence and enjoyed no rights of their own in their mark (which after all contains the name of the company founder). Furthermore 30 if the opponents (or rather their predecessors) felt that they were entitled to exercise control over the applicants' usage it is surprising that they did not take steps to formalise the matter when Pancaldi UK ceased to be the applicants' UK distributors. Again therefore I do not accept any lack of honesty on the applicants' part in the UK.
- (iv) <u>Any instances of confusion</u> none have been reported though that circumstance in itself is unlikely to be conclusive as confusion may be so absolute that it goes unrecognised or, if recognised, may go unreported. This is an unusual case in that in the past the opponents are said to have acted as the applicants' UK distributors. That might suggest that the opponents were at one time at least not overly concerned about the risk of confusion or alternatively that they were able to control usage by educating customers to the fact that different companies were involved. There is some evidence to suggest that both companies have traded in the same area, central London (W.1 in particular) though the opponents' invoices from which I have derived this information is strictly after the material date and I cannot be certain that it accurately reflects past trade. If it is typical of past use it suggests that the parties trading activities have not caused undue problems.

(v) <u>Relative inconvenience</u> - there is nothing to suggest that the applicants' long standing UK trade has caused the opponents any particular problems. The opponents have been fully aware of the applicants' trade but have not objected to it. On the other hand the applicants would in my view suffer some inconvenience if they were unable to secure a registration and protect their position against third parties. The applicants would thus be more inconvenienced than the opponents.

In summary I find that:

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- 10 (a) the applicants' use has been both concurrent and honest. I regard the use from 1987 onwards as being of the mark applied for (the slight presentational changes are of no particular consequence)
 - (b) prior to 1987 the applicants were using PANCALDI set within a border. That use cannot in my view count as use of the mark applied for but it is relevant in so far as it shows the applicants using the element PANCALDI without objection.
 - (c) the parties have cooperated in the past. To that limited extent the opponents can be said to have facilitated the applicants' trade in this country
 - (d) the opponents have at all times been fully aware of the applicants' activities but have hitherto taken no action against them
- (e) to the extent that the factual content of the agreement is revealed in the opinion evidence from each side the applicants' use, both in terms of mark and goods, is broadly consistent with its terms (allowing for some translation problems). If the agreement was held to be valid when signed but terminable as a result of the proceedings in Italy then the applicants' past trade in the UK should be unaffected. If on the other hand the agreement was held to be determined on the basis of the law and the particular facts and circumstances in this country given the absence of evidence to suggest that a bare licence existed.
- On the basis of these findings the applicants are entitled to proceed to registration on the basis of honest concurrent use and other special circumstances. As my decision under Section 12(2) is in itself a discretionary one no further or separate exercise of discretion is necessary.
- It has been suggested that one course open to me would have been to stay the proceedings or defer issuing a decision until such time as the outcome of the proceedings in Italy is known. For reasons which are, I hope, apparent from the above decision I do not find it necessary to follow that course.

As the applicants have been successful they are entitled to a contribution towards their costs. I order the opponents to pay them the sum $\pounds 635$. This sum is to be paid within seven days of the expiry of the appeal period or within seven days of the final determination of this case if any appeal against this decision is unsuccessful.

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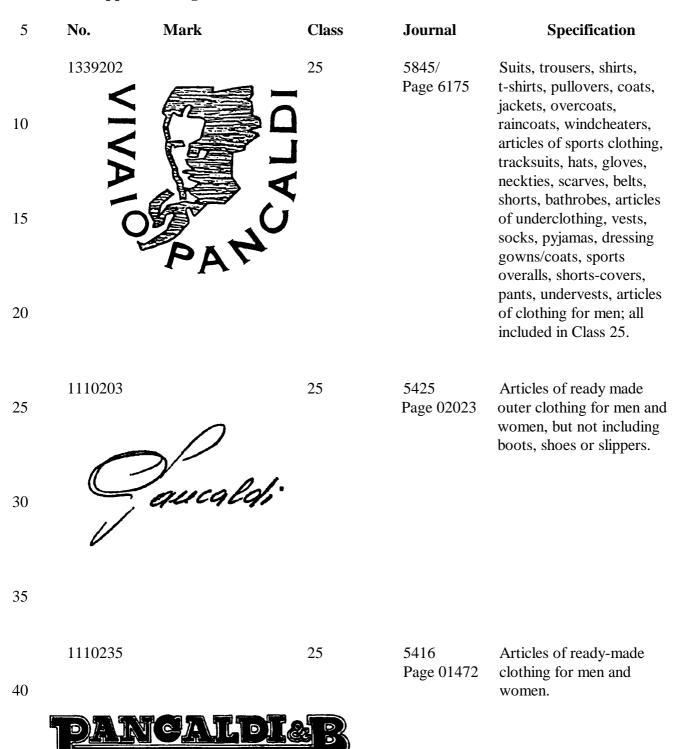
Dated this 21 day of December 2000

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M REYNOLDS15For the Registrar
the Comptroller-General

ANNEX

The opponents' registrations



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PANCALDI&B

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Coats, pullovers, shirts, Page 02125 vests, petticoats, stockings, pants, brassieres, bodices, hats, scarves; ties and socks, all for wear; boots, shoes and slippers.