ferential rights. With regard to the contest as to the distribution of the surplus assets realized on winding up the company, the articles of association provided that the entire net profits of each year, subject to providing a reserve, should belong to the holders of shares. The preference shares were subsequently issued entitling the holders to a fixed dividend. Under a statute the company sold its undertakings to another company for a specified price, which left a large surplus after payment of liabilities and return of paid-up capital. This surplus, the ordinary shareholders claimed, must be regarded as net profit, and as such was divisible among them to the exclusion of the preference shareholders, but North, J., held that the surplus was divisible among ordinary and preference shareholders in proportion to the amounts paid up on their shares. The decision of North, J., was affirmed by the Court of Appeal (Cotton, Fry and Lopes, L.JJ.).

TRADE MARK—FANCY WORD.

In *Waterman* v. *Ayres*, 39 Chy. D. 29, the plaintiff had registered the word "*Reversi*" as a trade mark for a game somewhat similar to draughts. The word was the name of a game of cards popular in France in the sixteenth century. In the rules of the plaintiff's game the word "reverse" frequently occurred, and the game depended on the players reversing each other's counters. The defendant brought out a similar game under the name of "Annex," and on the labels of the boxes in which he sold it were the words "a game of reverses." This action was brought to restrain the infringement of the plaintiff's trade mark, and the defendant applied to remove the trade mark from the register. Kay, J., refused the application of the defendant, and granted the plaintiff an injunction to restrain the defendant from using the word "reverses" or any colourable imitation of the word "*Reversi*." But on appeal his decision on both points was reversed. The Court of Appeal (Cotton, Fry and Lopes, L.JJ.) holding that as the word "*Reversi*" would suggest to an ordinary Englishman that the game had something to do with reversing, it was not a word which obviously could not have any reference to the character of the article, and was, therefore, not a "fancy word" which could properly be registered as a trade mark. And further, that as defendant's use of the words "a game of reverses" was a fair description of the nature of the game, and not indicative of any design on the part of the defendant to pass off his goods as those of the plaintiff, an injunction ought not to have been granted.

MORTGAGE — VALUATION — ACTION FOR FALSE VALUATION — NEGLIGENCE — MISREPRESENTATION.

*Cann* v. *Willson*, 39 Chy. D. 39, was an action brought by a mortgagee against valuers of the mortgaged property, who had made their valuation at the request of the mortgagor, and sent it direct to the plaintiff, knowing that the valuation was required for the purpose of enabling the mortgagor to obtain an advance, and on the faith of which the mortgagee had advanced his money. The defence was based on the ground that there was no privity between the