thereby incurred any liability to discharge the covenants of the lease, and, not having taken possession of the leasehold, were entitled to the dividends without any liability to satisfy the rent or other liabilities under the lease.

TRADE MARK—REGISTRATION—TECHNICAL TERM—DECEPTIVE USE OF DESCRIPTIVE WORD.

Re Cassella & Co. (1910) 2 Ch. 240. In this case the applicants desired to register the word Diamine as a trade mark. It appeared that the word was a known chemical term which indicated that the substance to which it was applied contained two amine groups, but that it had been used by the applicants for twenty years for their dyes, whether they contained one, two, or more amine groups, or no amine group at all. The application was rejected, (1) because the word was not distinctive, but descriptive, and (2) because the applicants had used it deceptively.

COMPANY—DIRECTOR—CONTRACT OF SERVICE—RESTRAINT OF TRADE—WINDING-UP—DISMISSAL OF SERVANT—SPECIFIC PERFORMANCE.

Measures Brothers v. *Measures* (1910) 2 Ch. 248. The plaintiffs having appealed from the decision of Joyce, J. (1910) 1 Ch. 336, noted ante, p. 303, the Court of Appeal (Cozens-Hardy and Buckley and Kennedy, L.JJ.) affirmed the decision, Buckley, L.J. dissenting on the ground that in his opinion the contract of the plaintiffs to employ the defendant, and his contract not to engage in a similar business were not interdependent, but separate and distinct, and that the refusal of the receiver in the winding-up proceedings to continue defendant's employment was not the act of the company. But the other members of the court thought that though the company might not incur any contractual liability by the discontinuance of the defendant's employment, yet the fact remained that the company could not carry out its part of the bargain and that the contractual relation was thereby determined and ceased to be in force.

MORTGAGE—MERGER—SUBROGATION—PAYMENT OF MORTGAGE BY STRANGER—EQUITABLE TRANSFER—PRESUMPTION THAT SECURITY KEPT ALIVE—IGNORANCE OF MORTGAGOR—AGREEMENT TO TAKE DIFFERENT SECURITY.

In *Butler* v. *Rice* (1910) 2 Ch. 277, the plaintiff claimed to be the holder of a mortgage of a leasehold, which he claimed to