

horses and mares. The defendants compiled a book called "Bruce Love's Figures and Stud Book, vol. 21," in which, without the plaintiffs' permission, they included the whole of the list of brood mares published in vol. 21 of their "General Stud Book." The defendants claimed that they had a right to use the list as they had done, and that their doing so would benefit the plaintiffs by increasing the sale of their "General Stud Book." Parker, J., who tried the action, however, determined that the lists in question were not such bare lists of names as to be incapable of copyright because considerable expense and trouble had to be taken in order to compile it; and that the defendants' use of the list was unfair, even though there was no likelihood of the defendants' book competing with that of the plaintiffs, and though no actual damage was shewn. He, therefore, granted the injunction.

COMPANY—DEBENTURES BINDING FUTURE PROPERTY—FLOATING CHARGE—TRUST DEED—RESTRICTION AGAINST CREATING PRIOR MORTGAGES—PURCHASE BY COMPANY—PURCHASE MONEY REMAINING ON MORTGAGE—VENDOR'S LIEN—LEGAL MORTGAGE—CONSTRUCTIVE NOTICE—NOTICE.

*Wilson v. Kelland* (1910) 2 Ch. 306 is an interesting case on company law. In 1904 a limited company purchased freehold property, and the vendors agreed to let part of the purchase money remain on mortgage. The conveyances to the company were executed, but remained in the custody of the vendors' solicitor, and subsequently on 7th January, 1905, the mortgage deed was executed without investigation or inquiry as to the company's title, and without notice of any trust deed or debentures. In 1901, the company had issued debentures secured by a trust deed, whereby the company charged its undertaking and all its present and future-acquired property; and by the trust deed the company was restricted from creating any charge upon its property ranking in priority to, or *pari passu* with, the debentures; but the condition indorsed on the debentures provided that nothing "herein" contained should prevent the creation of specific mortgages upon after-acquired leasehold or freehold property. On 7th January, 1906, the plaintiff, with notice of the debentures and trust deed, advanced money on the security of a mortgage of the same premises subject to the mortgage of 7th January, 1905, which was afterwards transferred to him. On these mortgages he now brought foreclosure proceedings, and it was held by Eve, J., that as to the mortgage of