

should thereafter be paid to him, and the trustees, *bonâ fide*, continued to pay it to the mortgagor for about a year and a half, when the plaintiff brought the present action claiming to recover all income which had accrued since the giving of the notice; but Sargent, J., who tried the action, held that the mere giving of notice of the mortgage was not equivalent to taking possession of the mortgaged property, but had no further effect than the giving notice of a mortgage of real estate, and did not deprive the mortgagor of the right to continue to receive the income. He held therefore that the action failed as against the trustees; but he was also of the opinion that even if the payment were wrong, it was a case for granting the trustees relief under the Judicial Trustees Act, 1896, s. 3 (see R.S.O. c. 121, s. 37), and that it was not necessary for them to plead the Act as a defence.

TRADE MARK—APPLICATION TO REGISTER — SURNAME "CRAWFORD."

*In re Crawford* (1917) 1 Ch. 550. This was an application to register the name "Crawford" as a trade mark for biscuits, cakes and shortbread, and the application was refused, it appearing that it was a common surname in Scotland, and not uncommon in England, although it was shewn that the name had been identified for twenty years with the applicants' goods, for which they had acquired an extensive trade in Scotland and England.

RAILWAY—CARRIAGE OF GOODS — OWNER'S RISK CONSIGNMENT NOTE—CONSTRUCTION — "NON-DELIVERY OF ANY CONSIGNMENT."

*Great Western Ry. Co. v. Wills* (1917) A.C. 148. This was an appeal from the decision of the Court of Appeal, 1915, 1 K.B. (noted ante vol. 51, p. 234). The case turns upon the construction of a consignment note for 752 carcasses of frozen mutton, whereby it was provided that they should be carried at a reduced rate and that the defendant railway company should be relieved from "all liability for loss, damage, misdelivery, delay or detention" unless arising from the wilful misconduct of their servants, but not from any liability they might otherwise incur in the case of "non-delivery of any package or consignment fully and properly addressed" and that "no claim in respect of goods for loss or damage during the transit" should be allowed