

TRADE NAME—NEWSPAPER—INJUNCTION—EVIDENCE OF DAMAGE.

In *Borthwick v. Evening Post*, 37 Chy. D. 449, the plaintiff, the proprietor of the well-known London newspaper called *The Morning Post*, brought the action to restrain the defendants from calling a new paper established by them *The Evening Post*. Kay, J., granted the injunction; but the Court of Appeal (Lord Coleridge, C.J., and Cotton and Bowen, L.JJ.), being of opinion on the evidence, that though the conduct of the defendants in taking the name *Evening Post*, might be calculated to deceive the public into supposing that there was a connection between the two papers, yet that there was no probability that the plaintiff would be injured by such supposition, and therefore dismissed the action, but without costs, as the court considered the defendants guilty of dishonest conduct.

MORTGAGOR AND MORTGAGEE—RE-TRANSFER OF SECURITY ON REDEMPTION—BREACH OF TRUST.

In *Magnus v. Queensland National Bank*, 37 Chy. D. 466, the Court of Appeal (Lord Halsbury, L.C., and Cotton, and Bowen, L.JJ.), affirmed the decision of Kay, J., 36 Chy. D. 25, noted *ante* vol. 23, p. 364. It may be remembered that the action was brought by certain trustees against the defendants who had been mortgagees, to make them account for not having, on payment of their mortgage, re-transferred the securities held by them, so as to re-vest them in the parties from whom they had received them. By the defendant's action, the proceeds of the securities in question had got into the sole control of one of three trustees, who had misappropriated them, and the mortgagees were held bound to make good the loss thus sustained. It was attempted to be argued by the appellants, that if they had re-transferred the securities to the three trustees, the defaulting trustee would still have succeeded in defrauding the trust out of the money; but Bowen, L.J., said that that argument, reduced to its "bare bones," was like saying, "a man knocks one down in Pall Mall, and when I complain that my purse has been taken, the man says: 'Oh, but if I had handed it back again, you would have been robbed over again by somebody else in the adjoining street.'"

EASEMENT CONVEYANCE—GENERAL WORDS—IMPLIED GRANT OF APPARENT EASEMENT.

Brown v. Allabaster, 37 Chy. D. 490, is a case of some importance on the law of easements. A parcel of land situate at the intersection of two streets called Park Road and Augusta Road, was owned by the same person, and he built three houses, A, B and C on it, fronting on Park Road; and in rear of the lot he made a lane, by which access would be had to Augusta Road from the gardens in rear of houses B and C. While the property was in this condition, he sold the houses B. and C. to the defendants, with their "rights, easements and appurtenances," but without expressly granting a right of way over that part of the lane in rear of house A, which was the corner house, and abutted on Augusta Road. He subsequently sold house A to the plaintiff, who claimed the right to stop up the lane in rear of his parcel. There was a means of access to the