made, forcing a probably dependent beneficiary to pay premiums for the balance of the insured's life expectancy is a material change in the value of the promised benefit. *Modern Woodmen v. White*, 70 Colo. 207, 199 Pac. 965 (1921); *Roblin v. Supreme Tent*, 269 Pa. 139, 112 Atl. 70 (1920); *Fryer v. Modern Woodmen*, 179 N.W. 160 (Iowa 1920); *Sweet v. Modern Woodmen*, 169 Wis. 462, 172 N.W. 143 (1919).

The instant case joins a small minority in finding the by-law reasonable on the practical basis that in the large percentage of the "disappearance" cases the insured is in fact alive and the member is either attempting to defraud the insurance company or has deserted his family. *Steen v. Modern Woodmen*, 296 Ill. 104, 129 N.E. 546 (1921); *McGovern v. Brotherhood of Locomotive Firemen and Engineers*, 31 Ohio C. C. 243 (1909) aff'd, 85 Ohio 460, 98 N.E. 1128 (1911). This is especially true of mutual companies where many members are migratory workmen. The insurance is against death not desertion. These courts point out that disappearance does not have the same value in indicating death as it did when the presumption was formulated because then travel was hazardous. Excellent communication and police records render unlikely actual death being uncommunicated. These factors have led to a weakening of the presumption of death in at least one state. In New York it is now necessary to prove that death was the "probable cause" of uncommunicated absence before the presumption can be invoked. See *Butler v. Mutual Life Ins. Co.*, 225 N.Y. 197, 121 N.E. 758 (1919). Seemingly, therefore, in spite of the present weight of authority, it is becoming increasingly more difficult to say that future retroactive by-laws like the one in the principal case were not reasonably within the intention of the parties.

Mortgages—Effect of Appointment of Rent Receiver on Existing Leases—[Illinois].—The plaintiff, who had been appointed receiver to collect rents on the mortgagee's behalf pending foreclosure, sued a tenant to compel payment of rent under a lease made with the mortgagor subsequent to the mortgage and without the mortgagee's consent. The tenant contended that the appointment of the receiver terminated the lease. *Held*, for the plaintiff. The appointment of a receiver constitutes taking of possession by the court, not by the mortgagee, and does not constitute an eviction. *First Nat'l Bank of Chicago v. Gordon*, No. 38867, not yet reported (Ill. App. 1936).

The instant case is the first Illinois decision on the point. For a thorough discussion of the problem, see Tefft, Receivers and Leases Subordinate to the Mortgage, 2 Univ. Chi. L. Rev. 33 (1934).

Patents—Applicability of Notice Provision to Non-manufacturing Patentees—[United States].—In a suit by the plaintiff for patent infringement, the defendant counterclaimed for infringement of its patent. The defendant had not manufactured the patented article and had not given the plaintiff any notice of the patent until the filing of the counterclaim. Section 4900 of the Revised Statutes provides: "It shall be the duty of all patentees . . . . and all persons making or vending any patented article . . . . to give sufficient notice . . . . that the same is patented . . . . by fixing thereon the word 'patented.'" It further provides that any party "failing so to mark" shall recover damages for only those infringements occurring after notice. R. S. § 4900, 35