

on the fact that the claimant had from time to time rendered accounts to the deceased, claiming interest after the lapse of three years from the time goods were supplied, which was included from time to time in the bills rendered, and that the deceased debtor had never objected to such charge, and had from time to time made payments on account of the bills so rendered to him. This was held to constitute evidence of an implied agreement to pay interest as charged, and *In re Edwards* was consequently overruled.

COPYRIGHT — INFRINGEMENT — WORK OF ART — PENALTY — "EVERY SUCH OFFENCE" — FINE ARTS — COPYRIGHT ACT, 1862 (25 & 26 VICT., c. 68) s. 6

Hildesheimer v. Faulkner (1901) 2 Ch. 552, is a decision under the Imperial Copyright Act, 25 & 26 Vict., c. 68, which has been held not to be in force in Ontario: *Graves v. Gorrie*, 1 O.L.R. 309, but as that case is now in appeal, it may be worth while, in case the judgment is reversed, to note the decision here. The point involved was as to the proper amount of damages to be allowed for an infringement of a copyright of a picture. It was found as the result of a reference that 1,012,600 copies of the picture had been made by the defendants, and under the Act the making of each picture was a separate offence, in respect of which, under s. 6, a penalty was incurred. Kekewich, J., thought that, acting on the principle laid down in *Green v. Irish Independent Co.* (1899) 1 Ir. R. 386, he was bound to award at least a farthing penalty for each picture, that being the smallest coin recognized by the law, but the Court of Appeal (Rigby, Collins and Romer, L.JJ.) held that there was no such obligation to award some particular sum for each infringement, but that it was competent to award a lump sum to cover all the penalties, and accordingly reduced the damages from £1,241 15s. 10d to £200, and *Green v. Irish Independent Co.* was disapproved.

TRUST — TENANT FOR LIFE — REMAINDERMAN — LOSS OF TRUST FUND — APPORTIONMENT OF LOSS.

In re Alston, *Alston v. Houston* (1901) 2 Ch. 584, a loss was made of part of a trust fund invested upon a mortgage, and the question was how the loss was to be apportioned as between the tenant for life and the remainderman. Kekewich, J., held that the amount realized ought to be apportioned between the tenant for life and the remainderman in proportion to the amount due at the date of its realization in respect of arrears of interest and in respect of principal.