

says that it appears to have been misunderstood, and that he did not intend to, nor did he, lay down the rule that a trustee who knowingly commits a breach of trust could never have his beneficiary's interest impounded; but he intimates that where the interest sought to be impounded is subject to a restraint against anticipation, the fact that the trustee knowingly committed the breach of trust will be sufficient to prevent the court, in its discretion, from removing that restraint in order to enable the interest to be impounded for the trustees' benefit.

COPYRIGHT—SALE OF ELECTRO BLOCKS FOR PERSONAL USE—UNASSIGNABLE LICENSE
—VERBAL LICENSE, EFFECT OF—COPYRIGHT ACT, 1842, (5 & 6 VICT., c. 45),
s. 15—INJUNCTION.

Cooper v. Stephens, (1895) 1 Ch. 567, was an action which was brought to restrain the infringement of a copyright. The plaintiffs were owners of a copyright in books containing illustrations of carriages. They had for a money consideration sold some electro blocks of some illustrations to a customer in order that he might print the designs with other matter; there was no written agreement with reference to the use of the blocks. The defendants, with the permission of this customer, used these blocks for printing illustrations, which they (the defendants) published. Romer, J., held that the plaintiffs were entitled to an injunction restraining the defendants from so using the blocks.

PRINCIPAL AND SURETY—POWER TO DETERMINE LIABILITY OF GUARANTOR—DEATH
OF GUARANTOR, NOTICE OF—"REPRESENTATIVES," MEANING OF.

In re Silvester, Midland Ry. Co. v. Silvester, (1895) 1 Ch. 573. a railway company, the plaintiff sued on a guaranty bond, which provided that the obligors or their "representatives" might at any time determine their liability by giving one month's notice in writing to the obligees. One of the obligors having died, his executors, who had no knowledge of the bond, gave notice to the obligees of their testator's death, but did not give any notice to determine the liability under the bond. The point in question, therefore, was whether or not the estate of the testator was liable for a claim, under the bond, which had arisen after the obligees had notice of his death. Romer, J., held that it was, and that the word "representatives" in the proviso for determining the liability under the bond included the obligees' personal represen-