

acquitted by the judge of any moral fraud, but found guilty only of unfair dealing, "which Equity considers a fraud." It may be well to notice that the words "unfair dealing" are omitted in R.S.O., c. 100, s. 35.

COPYRIGHT—PHOTOGRAPH—IMPLIED CONTRACT—BREACH OF FAITH—INJUNCTION.

*Pollard v. Photographic Company*, 40 Chy. D. 345, was a novel kind of action. The plaintiff had been to the defendant to have her likeness taken by photograph. From the negative so taken the defendant constructed a Christmas card which he exhibited in his shop and offered for sale. There was no copyright registered of the photograph. The action was brought to restrain the defendant from offering for sale, or exposing by way of advertisement or otherwise, the photograph of the plaintiff, and North, J., granted the injunction, holding that a photographer who takes a negative likeness of a lady customer in order to supply her with copies for money, may be restrained both from selling or exhibiting copies, both on the ground that there is an implied contract not to use the negative for such purposes, and also on the ground that such sale or exhibition is a breach of confidence.

CONDITION—DEBENTURE—TIME AND PLACE OF PAYMENT.

*Thorn v. City Rice Mills*, 40 Chy. D. 357, was an action to recover the amount due on a debenture. By the debenture the principal sum was payable at a future date, and interest was payable thereon half yearly, subject to conditions that if default should be made for fourteen days in payment of the interest, the principal should be immediately payable, and that principal and interest should be payable at one of two places. A half year's interest was not paid within fourteen days of the time appointed, but the plaintiff did not appear at either place at the time named for payment. The company offered to pay the interest in default, but the plaintiff claimed to recover the principal also by reason of the default. But it was held by North, J., that no demand having been made by the plaintiff at either of the places named for payment, there had been no default, and consequently that the plaintiff was not entitled to recover the principal money as he claimed.

TRUSTEE, PAYMENTS MADE BY, FOR COSTS—BREACH OF TRUST—CLAIM TO HAVE COSTS PAID REFUNDED TO ESTATE.

*In re Blundell Blundell v. Blundell*, 40 Chy. D., 370, a question arose as to whether a solicitor whom a defaulting trustee had suffered to retain money out of the trust estate for costs, could be ordered to refund it to the estate on the ground that the trustee was in default to the trust estate. In this case at the time the trustee allowed his solicitors to retain costs out of the trust estate, the solicitors had notice that the trustee had committed a breach of trust in secretly buying for himself part of the trust estate. The action was for administration of the trust, and the