plaintiffs to exercise their right to superintend the work did not discharge the defendants from liability as sureties, and that the giving of the certificate by the engineer could not release the sureties because, having been obtained by fraud, it did not release the principals. The principle on which the decision is based is thus stated by Bowen, L.J.: "A surety cannot claim to be discharged on the ground that his position has been altered by the conduct of the person with whom he has contracted where that conduct has been caused by a fraudulent act or omission against which the surety, by the contract of suretyship, has guaranteed the employer." As Smith, L.J., points out, the fraudulent acts of the contractors which were complained of were not frauds outside the contract, but frauds in the execution of the work which the sureties had contracted should be "well and truly" performed.

JOINT TORTFEASORS—DISCHARGE OF ONE, WHETHER IT RELEASES THE OTHER—RESERVATION OF CLAIM AGAINST A JOINT TORTFEASOR—RELEASE—COVENANT NOT TO SUE.

Duck v. *Mayeu* (1892), 2 Q.B. 511, was an action to recover damages, or a penalty for the infringement of the plaintiff's copyright. Another person had been concerned with the defendant in the wrongful act complained of, and this person had paid, and the plaintiff had accepted, £2 in discharge of his personal liability, the plaintiff, however, expressly reserving his right against the defendant. The defendant contended that this was a release of a joint tortfeasor, and therefore it had the effect of releasing both of them. But the Court of Appeal (Lord Esher, M.R., and Bowen and Smith, L.JJ.) agreed with Day, J., that the reservation of the right against the defendant prevented the receipt of the £2 from operating as a release, and that it only amounted to an agreement not to sue, and that such an agreement did not have the effect of a release, and therefore that the defendant remained liable.

None of the cases in the Probate Division seem to call for any remark.

SOLICITOR—LONDON AGENT—"CLIENT."

Reid v. *Burrows* (1892), 2 Ch. 413, was an action by a firm of London solicitors against the defendant to restrain him from acting in breach of a covenant not to transact business with persons who were clients of the plaintiffs' firm during a period of five years when the defendant was under articles to one of the plaintiffs, or within ten years after the expiration of such period of five years. The sole question in issue was whether the country principals of the plaintiffs were "clients" within the meaning of the covenant, and North, J., held that they were.

INSURANCE—REINSURANCE—CONTRACT "TO PAY AS MAY BE PAID" ON ORIGINAL POLICY—RIGHT OF REINSURED TO RECOVER BEFORE PAYMENT OF ORIGINAL ASSURANCE—REINSURER, LIABILITY OF.

In re Eddystone Insurance Co. (1892), 2 Ch. 423, a question arose between two companies which were in course of being wound up. One of the companies had reinsured the other against loss on part of a risk for which they were liable. The reinsurance policy provided that it was to be subject to the same terms and conditions as the original policy, "and to pay as may be paid thereon." A