

County Court so held; but a Divisional Court (Avory and Lawrence, JJ.) upset his decision, considering that the covering letter only gave expression to the right which a landlord has to waive a notice to quit by arrangement with his tenant.

**COPYRIGHT—ASSIGNMENT OF COPYRIGHT—ASSIGNMENT OVER—
ROYALTIES—LIABILITY OF SECOND ASSIGNEE—COVENANT—
RUNNING WITH PERSONALTY—CHARGE—VENDORS' LIEN.**

Barker v. Stickney (1918) 2 K.B. 356. The plaintiff in this case was the original owner of a copyright. He sold it to a company in consideration of a certain number of shares in the company and also certain royalties which the company covenanted to pay, and subject also to a condition that the company would assign only to successors in business and subject to the terms of the deed so far as applicable. The company got into difficulties and a receiver appointed by debenture holders, with the assent of the ordinary creditors of the company, sold to the defendant who was a successor in business of the company the copyright so far only as the vendors had any right to sell and subject to all equitable claims thereon. The present action was brought against this vendor for an account and payment of royalties in respect of the copyright. McCardie, J., who tried the action, held that the plaintiff was not entitled to succeed: (1) because the defendant was not under any contractual liability to pay royalties to the plaintiff; (2) because the original deed of assignment did not purport to make the royalties a charge upon the copyright; (3) because the deed constituted the company sole owners of the copyright and did not express that the royalties were to be paid as part of the purchase money, therefore it did not reserve a vendor's lien on the copyright for the royalties; (4) and because a mere reservation of royalties does not amount to a reservation of any lien therefor. The plaintiff's action therefore failed.

PRACTICE—PARTIES—ADDING A PARTY DEFENDANT ON A DEFENDANT'S APPLICATION—JURISDICTION—ADDITION OF ALLEGED JOINT CONTRACTOR AS DEFENDANT.

Norbury v. Griffiths (1918) 2 K.B. 369. This was an action on a contract and the defendant alleged that the contract was made jointly with another person whom he applied to add as a co-defendant. Bray, J., refused the application, but the Court of Appeal (Pickford, Warrington, and Scrutton, L.JJ.) made the following order which as it is peculiar we give in full: "That S. A. Vasey be joined as a co-defendant in this action, and that the defendants be then at liberty to bring a counterclaim jointly