

K.B. 260. This was an action for call on shares of a limited company, and the defendant set up that he was induced to buy the shares by reason of misrepresentations contained in the company's prospectus. At the trial it was submitted on behalf of the company that even if there had been misrepresentations in the prospectus the defendant had allowed his name to remain on the register and had taken no steps to have it removed and was now by reason of his laches precluded from taking any such steps. The Judge who tried the case gave effect to this contention, and a Divisional Court (Lush and McCardie, JJ.) upheld his judgment.

Will—Real estate—Equitable limitations—First estate tail not in esse—Interim acceleration of life estate in remainder.

In re Conyngham, Conyngham v. Conyngham (1921), 1 Ch. 491. In this case the testator devised real estate in trust to pay his brother a certain annuity for his life with remainder to his issue in tail with remainder for life to the defendant, with remainders over. The brother was married but had no children. The Court of Appeal (Lord Sterndale, M.R., and Warrington and Scrutton, L.JJ.), affirming Astbury, J., held that until a child was born to the brother the remainder of the defendant was accelerated as to the surplus income of the estate.

Copyright—Infringement—Musical play authorship—Film production—Copyright Act 1911 (1-2 Geo. V., c. 46), ss. 1, 5, 8, 16 (3), 35.

Tate v. Thomas (1921), 1 Chy. 503. This was an action to restrain the infringement of copyright of a musical play by production of a film thereof. The plaintiffs were collaborators in the production of musical plays, and were applied to by one Peterman to compose the music and words of a play of which he supplied the name of the play, the leading characters, and the plot. On the completion of the work it was agreed that the plaintiffs were to be announced as the authors of it, but Peterman was to be at liberty to exhibit it on payment of certain royalties to the plaintiffs. On the completion of the work Peterman claimed to be the author, and gave a license to his co-defendant to produce a film of the play. Eve, J., who tried the action, held that