

his periodical to James Henderson & Sons, it should be assumed, as against defendants, that James Henderson & Sons, in registering the copyright in their own name and assigning it to plaintiffs, acted as and were in fact assignees of all rights of James Henderson under the agreements.

(5) I am also of opinion that the fact that defendants copied from the collection of drawings published by Gibson under the license reserved in the Henderson agreement, and not from the "Comic Pictorial Sheet," does not justify defendants in contending that such copying was not an infringement upon plaintiffs' copyright. . . .

[Reference to *Marshall v. Bull*, supra; *Cooper v. Stephen*, [1895] 1 Ch. 567; *Black v. Imperial Book Co.*, supra; *Cate v. Devon*, 40 Ch. D. 500.]

In the result, therefore, judgment must be for plaintiffs for an injunction and costs.

MARCH 2ND, 1906.

DIVISIONAL COURT.

CRADDOCK v. BULL.

Writ of Summons—Service out of Jurisdiction—Cause of Action—Contract—Services—Place of Payment—Conditional Appearance—Motion to Set aside Writ and Service—Material upon—Action against Member of Foreign Partnership—Non-joinder of Partners—Foreign Co-debtor—Costs.

Appeal by plaintiff from order of FALCONBRIDGE, C.J., 6 O. W. R. 838, dismissing plaintiff's appeal from order of Master in Chambers, 6 O. W. R. 715, setting aside the writ of summons in this action and the service thereof upon defendant in England, where he resided.

F. J. Roche, for plaintiff.

D. W. Saunders, for defendant.