

were copyrighted and some not. They from time to time furnished the defendants, the proprietors of weekly journals, with photographs for reproduction in such journals at certain charges for each user. While the defendants had some of the plaintiffs' photographs still in their hands, the plaintiffs' terminated the agreement, but the defendants continued to publish the copyright photographs and also those not copyrighted. This action was brought to restrain them from so doing. The defendants claimed that under the agreement they had the right to retain the photographs supplied by the plaintiff and use them as, and when, they desired, paying the stipulated charges; but Parker, J., held that the plaintiffs had a right to put an end to the agreement, and thereafter the defendants' right to reproduce the photographs ceased; and that the plaintiffs were entitled to an injunction to restrain the defendants infringing the plaintiffs' copyright and also their common law rights in the photographs for which they had not registered copyrights.

NUISANCE—POLLUTION OF RIVER—DISCHARGE OF SEWAGE INTO RIVER—RIPARIAN OWNER—INJUNCTION—RIGHT OF PRIVATE PERSON TO RESTRAIN NUISANCE.

*Jones v. Llanrwst District Council* (1911) 1 Ch. 393. In this case the plaintiff, a riparian proprietor, brought an action to restrain the defendant, a municipal body, from discharging sewage into the stream as being a nuisance and injury to his riparian rights. The action was resisted on the ground that the plaintiff was not the owner of any part of the bed of the stream, and that the plaintiff being only a reversioner could not maintain the action, whether for trespass or nuisance, without joining the tenant in possession; but Parker, J., held that none of these objections could prevail and that the plaintiff as a riparian proprietor in reversion had a right to have the water of the stream flow past his land in a natural state of purity, and was entitled to the injunction claimed, and that a private individual is entitled to restrain a municipal authority from allowing sewage to escape from its sewer to his injury.

COVENANT—MORTGAGE BY PARTNERS OF REAL ESTATE—DEATHS OF PARTNERS—RELEASE BY TRUSTEES OF ONE PARTNER TO TRUSTEES OF THE OTHER PARTNER—COVENANT BY TRUSTEES TO INDEMNIFY RELEASOR AGAINST MORTGAGE—LIMITATION OF LIABILITY UNDER COVENANT.

*Watling v. Lewis* (1911) 1 Ch. 414. In this case, two partners