

by him, nor had he registered them under the Fine Arts Copyright Act (25-26 Vict. c. 68). In these circumstances Eady, J., held that the plaintiff's common law rights had been invaded, and the fact that the defendant had acted innocently was no excuse, and he gave judgment in the plaintiff's favour for £43, and ordered all copies in the hands of the defendants to be delivered up to the plaintiff.

LANDLORD AND TENANT—PROVISO FOR RE-ENTRY—BREACH OF COVENANT—FORFEITURE—NOTICE DETERMINING LEASE—NO RE-ENTRY—ISSUE OF WRIT MAKING INCONSISTENT CLAIMS—UNEQUIVOCAL DEMAND FOR POSSESSION.

*Moore v. Ullocoats Mining Co.* (1908) 1 Ch. 575 is a case which seems to shew that it may for some purposes still be necessary to be familiar with the old procedure regarding ejectment, and the mysterious personages John Doe and Richard Roe, and the part they used to play in the ancient legal drama. The action was brought by the plaintiffs as executors of a deceased lessor to recover inter alia possession of the demised premises, the plaintiffs claiming that they had put an end to the term for breach of covenant, in pursuance of a proviso for re-entry contained in the lease in that behalf. The defendants had committed a breach of a covenant. On April 29 the plaintiffs gave the lessees notice in writing that they determined the lease, and on May 3 gave notice demanding possession of the premises which it was stated their agent would attend to receive on the following day. It was stated at the trial that the agent attended and possession was refused, but of this no evidence was given. On the 6th May the present action was commenced, and the plaintiffs claimed (1) to recover possession, (2) mesne profits, (3) an injunction to restrain defendants from working the mines on the premises so as to hazard, endanger or occasion loss or damage to the mines, and (4) an order requiring defendants to allow the plaintiffs at all proper times to view state of the mines, (5) a receiver, (6) damages, and (7) costs. The only question discussed in the judgment of Warrington, J., who tried the action, was whether or not the lease had been effectually determined. This point, in the opinion of the learned judge, turned on the question whether the notice of May 3, followed by the writ claiming possession coupled with other relief inconsistent with a determination of the lease, was effectual to terminate the lease. He came to the conclusion that if the writ had been a claim for possession and relief merely