works, "on the terms that the copyrights therein shall belong, to the employer," shall have the same rights in those compositions as if he were the author.

In cases controlled by this provision the onus of proving it to have been the intention of the parties, that the copyright is to be the property of the employer, lies on him[1]. But the accepted doctrine is that, in the absence of special circumstances, or an express stipulation, indicating a contrary intention, a contract by which a person is employed and paid to execute work which is to constitute a portion of one of the publications which fall within the purview of the provision should be construed as vesting the copyright in the employer[2].

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[1] *Lamb* v. *Evans* (1893) 1 Ch. 218, per Lindley L.J. (p. 225); *Trade Auxiliary Co.* v. *Jackson* (1887) 4 Times L.R. 130; *Walter* v. *Howe* (1881) 17 Ch. D. 708 (proprietor of a newspaper not entitled to sue in respect of a piracy of any article therein, where he merely proves that the author of the article has been paid for his services).

[2] In *Sweet* v. *Benning* (1855) 16 C.B. 459 (defendant sued for pirating the headnotes in the Jurist Reports), Jervis C.J. laid down the law as follows: "Where the proprietors of a periodical employs a gentleman to write a given article, or a series of articles or reports, expressly for the purpose of publication therein, of necessity it is implied that the copyright of the articles so expressly written for such periodical, and paid for the proprietors and publishers thereof, shall be the property of such proprietors and publishers; otherwise, it might be that the author might the day after his article has been published by the persons for whom he contracted to write it, re-publish it in a separate form, or in another serial, and there would be no correspondent benefit to the original publishers for the payment they had made" (p. 488). Maule J. was of opinion that, "where a man employs another to write an article, or to do anything else for him, unless there is something in the surrounding circumstances, or in the course of dealing between the parties, to require a different construction, in the absence of a special agreement to the contrary, it is to be understood that the writing or other thing is produced upon the terms that the copyright therein shall belong to the employer,—subject, of course, to the limitation pointed out in the 18th section of the Act."

In *Lamb*, v. *Evans* (1893) 1 Ch. 218, Rev'g (1892) 3 Ch. 462, (proprietor of trades directory consisting of advertisements furnished by tradesmen and classified under headings denoting the different trades, which headings were composed by the plaintiff, the registered proprietor, or by persons paid by him to compose them,—held to have a copyright in all the headings, and, *semble*, in the mass of advertisements, as arranged), Lindley, L.J., said: "In drawing the inference regard must be had to the nature of the articles, which are here merely the headings to groups of advertisements with translations, and the view expressed by Mr. Justice Maule in *Sweet* v. *Benning*, 16 C.B. 484, may be very safely acted upon, viz., that *prima facie*, at all events, you will infer, in the absence of evidence to the contrary, from the fact of employment and payment that one of the terms was that the copyright should belong to the employer. That is not a neces-