honey. The reason on which the law about the animals is founded is wholly inapplicable to the honey, but this case tacitly assumes that no distinction is to be drawn.

The judge gaily cites all the cases he can find on the subject, but the only one near enough to draw an analogy from (*Adams* v. *Burton*, 31 Vermont 36) seems to favour the defendant's contention. There both parties were on the land without permission, though with the knowledge of the owner, who made no objection. The defendant interfered after the plaintiff had begun to cut the tree, and the plaintiff recovered in trespass. A dictum is in point: " . . . these parties stood, as between themselves, and as respects the legal principles applicable to the case, in precisely the same position as though neither had any authority from the owner of the tree, and both were trespassers upon his rights." The law of the bee-trade thus seems, slight as it is, to be in a state even more unsatisfactory than the general law as to the relative rights of trespassers.—*Harvard Law Review.*

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AUTHOR AND PUBLISHER.—The *Author* calls attention to a recent advertisement in the *Times*, in which a firm of publishers, having more MSS. of novels in their possession than they can for some time publish, offer to part with the contracts relating to several MSS. by good authors (some being subject on publication to a royalty), and point out that "this is an admirable opportunity for a young firm who want to start with a good lot of publications without any loss of time," the advertisement being addressed to "Young Publishing Firms or others commencing a publishing business." The *Author* "has always been of opinion that a contract by one author with one publisher, except in the case of sale, could not be passed on to another publisher without the author's consent," but thinks that the question is one for lawyers to consider. The general rule as to assignability of contracts is that all contracts are assignable by either party on notice to the other, but without the consent of the other, except in cases where the individual skill or other personal qualifications of the assigning contractor were relied on by the party contracting with him, and the modern tendency of the courts appears to be in favour rather of extending than narrowing the assignability of contracts (see "Chitty on Contracts," 12th edit. at p. 862, citing *The British Waggon Company* v. *Lea*, 44 Law J. Rep. Q.B. 321). In two cases, however—that of *Stevens* v. *Benning*, 5 De G. M. & G. 223, and *Hole* v. *Bradbury*, 48 Law J. Rep. Chanc. 673—contracts between author and publisher have been held not to be assignable. In *Stevens* v. *Benning*, a complicated case arising out of "Forsyth on the Law of Composition with Creditors," it was held that an agreement on the half-profit system was of a personal nature on both sides, so that the benefit of it was not assignable by either party without the other's consent. In *Hole* v. *Bradbury*, another half-profit agreement between Canon Hole and Messrs. Bradbury & Evans for the production of "A Little Tour in Ireland, with Illustrations by John Leech," was held also to be personal, and to be put an end to by a complete change of partnership in the publishing firm.