

of the newspaper containing the eight drawings and letter-press in question, and assignments thereof to the plaintiffs. Before this registration the defendants had, without the consent of the plaintiffs or their predecessors, printed in Canada for the purpose of sale a quantity of pictorial post cards, on which were reproduced copies of the eight drawings, taken from books published by the artist under the license mentioned, but not registered at Stationers' Hall. The artist was not a British subject, and was not, at the time of the preparation or publication of the material in England, within any part of the British dominions. None of the material was protected by a Canadian copyright.

Held, 1. The effect of the agreements referred to was to vest in the plaintiffs the common law right to copyright in the drawings, and this right was validly transferred to H., who was an "assign" of the artist or author, within the meaning of section 3 of the Imperial Copyright Act, 4 & 5 Viet. c. 45; and the English newspaper was a book within the meaning of that section, and H. became entitled thereunder to statutory copyright in the drawings as part of his book, for when drawings form part of a book they come within the provisions of that Act, and are protected not only as part of the book, but as drawings. *Maple v. Junior Army and Navy Stores* (1882) 21 Ch. D. 369, and *Bradbury v. Hotten* (1872) L.R. 8 Ex. 1 followed.

2. The evidence sufficiently established the plaintiffs' title to the copyright by re-assignment.

3. The present Copyright Act protects the productions of foreign authors wheresoever resident, where there is a first or contemporaneous publication within the Empire. The plaintiffs, therefore, were entitled to an injunction, and to delivery up of the infringing copies.

Jefferys v. Boosey (1854) 4 H.L.C. 815, and *Routledge v. Low* (1868) L.R. 3 H.L. 100 discussed.

Judgment of Teetzel, J., affirmed.

H. Cassels, K.C., and *R. S. Cassels*, for the plaintiffs. *J. H. Denton*, for the defendants.

Teetzel, J.]

CARTRIGHT v. CARTRIGHT.

[June 22.

Life insurance—Attempt to change beneficiary—Necessity of consent thereto—Trust—Application of existing law.

Under an insurance certificate for \$3,000 issued by a society in 1883, the insured's wife was made the beneficiary. The cer-