

could not affect her rights under the imperial law. The *Canada Government Act*. (3 & 4 Vict. c. 35, s. 3) enacted that the Canadian Legislature shall have no power to make any laws "repugnant to any Act of Parliament made or to be made." On behalf of the defendants, it was urged that "the expression referred to in the *Canada Government Act*, means that the Canadian Legislature shall make no law repugnant to any imperial Act in existence at the time when such law might be made; but the Canadian Legislature could not be supposed to foresee what Act the Imperial Legislature might pass at any future time. The *Copyright Act* (5 & 6 Vict. c. 45) cannot by a side wind repeal the *Canadian Copyright Act*. The general words 'all colonies,' in the 2nd section of the English Act, do not include such colonies as have an independent legislature." Sir G. J. Turner, L.J., in delivering judgment, disposed of this argument as follows:—"A more plausible argument on the part of the defendants was this: It was said that by a Canadian statute an alien coming into Canada for the purpose of publishing a work, and publishing it there, would not be entitled to copyright in the work so published; and it was insisted that an alien coming into Canada could acquire only such rights as are given by the law of Canada, and could not, therefore, be entitled to copyright; and some cases were cited in support of this argument. On examining these cases, however, they will be found to decide no more than this:—that as to aliens coming within the British Colonies, their civil rights within the colonies depend upon the colonial laws; they decide nothing as to the civil rights of aliens beyond the limits of the colonies. This argument on the part of the defendants is, in truth, founded on a confusion between the rights of an alien as a subject of the colony, and his rights as a subject of the Crown. Every alien coming into a British colony becomes temporarily a subject of the Crown—bound by, subject to, and entitled to the benefit of the laws which affect all British subjects. He has obligations and rights both within and beyond the colony into which he comes. As to his rights within the colony he may well be bound by its laws, but as to his rights beyond the colony he cannot

be affected by those laws; for the laws of a colony cannot extend beyond its territorial limits."

*Sale—Nuisance.*—H. sold land to persons who were described in the conveyance as copper-smelters and co-partners, and as purchasing for the purposes of the partnership; and who, between the contract and conveyance, nearly completed smelting works on the lands. H. subsequently sold neighbouring land to the Plaintiff, who bought with full notice of the existence of the copper-works. The plaintiff recovered judgment at law, with substantial damages, for injury done to this land by the smoke of the works, and then filed his bill for an injunction. *V. C. Wood* held that the plaintiff's *having come to the nuisance*, did not disentitle him to equitable relief; and that H.'s having sold the site of the works, *with full knowledge that such works would be erected on it*, did not disentitle him, or those claiming under him, to complain of any nuisance which the works might occasion, and his Honour granted an interlocutory injunction: *Held*, on appeal, that the injunction had been rightly granted. *Tipping v. St. Helen's Smelting Co.* Ch. Ap. 66.

*Application for Shares—Minute Book—Entry.*—A director of a company signed the articles of association as a holder of twenty-five shares, but applied for fifty shares, which was the qualification of a director under the articles. No allotment of shares was made: *Held*, varying the decision of the Master of the Rolls, that he was a contributory for twenty-five shares only.

A resolution was passed at a meeting of directors, reciting a list of shareholders, in which the Appellant, who was a director, was put down for fifty shares. The Appellant was not present at the meeting, and denied all knowledge of the resolution, although he was present at the next subsequent meeting:—*Held*, in the absence of proof that the minutes of the previous meeting were duly read and confirmed at the subsequent meeting (which it appeared was not always done), that the Appellant was not bound by the insertion of his name for fifty shares. *Tothill's Case, In re Llanharry Hematite Iron Co.* Ch. Ap. 85.