RECENT LEGAL DECISIONS.

DIVISION OF FIRE INSURANCE MONEYS BETWEEN TWO MORTGAGEES AND MANUFACTURER WHO SUPPLIED MACHINERY.—The owner of a mill mortgaged it along with the machinery, and later on made a second mortgage to the Bank of Hamilton. Both mortgages contained covenants to insure, but the insurance moneys, under the policies effected on the mill and machinery were made payable to the first mortgagee. Later on, with the consent of the bank, but without any consent which would prejudice the first mortgagee, the owner made a contract with Goldie & Company, manufacturers of mill machinery, to place new machinery in the mill, using such of the old machinery as was necessary to complete the equipment, and taking and removing such of the old as was not required. After such re-construction the mill and machinery were destroyed by fire. The insurance being adjusted, the bank paid off the first mortgagee's claim, and procured from him an assignment of his mortgage, as well as of his interest in the policies of insurance. The manufacturer was not satisfied with this division of the moneys, and so brought an action against the bank to recover the amount still due upon the machinery. It was decided by a Divisional Court at Osgoode Hall that the fact that the manufacturer had improved the machinery prior to its destruction would not entitle him to the insurance moneys to the detriment of the first mortgagee's claim, but that he was so entitled as against the bank. It was held, therefore, that after the claim of the first mortgagee was acquired by the second, and the amount due on the first was satisfied, the manufacturer was entitled to the balance of the insurance moneys to the extent of his claim. Goldie vs. Bank of Hamilton, 35 C. L. J. 693.

A MATTER AFFECTING VOLUNTEER CORPS.—A question, somewhat in season at present, as it affects the rights and liabilities of her Majesty's Volunteer soldiers, was lately before the English Courts. The Second Volunteer Battalion of the Royal Fusiliers employed a builder to construct for them, a building to be used as an armoury, store-house and drill-hall. The basement, which was intended to be used as a canteen, was placed at a depth beneath the level of the sewer. This did not satisfy the local municipal authorities, so they summoned the contractor before a police magistrate, charging him with unlawfully neglecting to comply with an order directing that the lowest floor should be kept at such a level as would allow it to be drained into the public sewer. The contractor, with his military backers behind him, objected to being interfered with, on the ground that the premises was Crown property just as much as an ordinary military barracks. The Magistrate was quite clear, that the premises were to be used exclusively for military purposes, but in doubt, as to his own jurisdiction to convict, he referred the question to the judges of the High Court. The argument turned principally on the question, whether the buildings of the volunteer corps were to be considered as the property of the Crown, and so exempt from the provisions of the Metropolis Management Acts.

In deciding that they were not so exempt, Mr. Justice Grantham said:—I regret that I am unable to uphold the contention on behalf of the contractor, for it seems reasonable that buildings which are the property of, and are used for the purposes of, volunteer corps, should not be liable to be interfered with by the vestries. I entirely agree with the principle, that buildings which are held by servants of the Crown in the right of the Crown should not be liable to interference at the hand of the vestries. But is that principle to apply to the case of buildings built, as they often are, by subscriptions of the public and of individual volunteers, and held for the purposes of the volunteers by the Colonel of the corps? In such a case I do not think that the mere fact that the building is vested in the colonel is sufficient to justify me in holding that it belongs to the Crown. It is used for military purposes, and would apparently be exempt from poor-rate, but no case goes the length of saying that a building is necessarily the properly of the Crown and exempt from compliance with sanitary provisions because it is vested in the Colonel, and is used for military purposes. On the very narrow ground that volunteers are not entitled to hold buildings free from the control of the local authority, the case must go back to the magistrate.

Mr. Justice Lawrence who also sat, felt considerable doubt, but was not prepared to dissent from the judgment of his learned brother.

THE TIMES' ROSEBERY COPYRIGHT CASE.—The English Court of Appeal has reversed the copyright decision in the Times' Rosebery case. The trial Judge held that a newspaper acquired such an ownership in its reporter's version of a public speech that the author of the speech himself could not, thereafter, publish those speeches in that form without the consent of the paper; that Lord Rosebery in this case might have copyrighted his speeches before delivering them, but, as he did not, he lost all power of restraining their publication by others from notes taken when they were made. The decision did not go so far as to prevent Lord Rosebery from publishing his own version of the speeches. The Court of Appeal now holds that the lower court went to an absurd extreme. "I think," said the master of the rolls to counsel, "that you are asking us to turn this Copyright Act, which was for the benefit of authors, into an act for the benefit of reporters. That a reporter is an author within the meaning of the act is to my mind subversive of the true idea of copyright." In response to a suggestion that it would be a great loss if the reports of the decisions of courts made by stenographic reporters were not protected, said: "I do not agree that the