to contentions between this and other countries for the mutual protection of authors, which it was said was confined entirely to works published abroad as to protecting the copyright in this country, and therefore if a copyright was not given to an alien author living abroad and publishing here, it put him in a worse predicament than if he had first published in his own country, it would therefore discourage learning, and that was an argument of no slight weight in favour of the act 5 & 6 Vic. receiving an interpretation so as not only to include foreigners resident here but in a foreign country. If the question were open, which it was not, he would be strongly disposed to hold that the 5 & 6 Vic. should receive that wider interpretation. But it was unnecessary, because this was the case of an alien resident in Her Majesty's dominions, in a dependency of the British crown, and the V. C. was clearly of opinion that such alien first publishing a work in this country had a copyright therein. The act of 5 & 6 Vic. extended to the colonies, which the statute of Queen Anne did not; but in *Jeffreys* v. *Boosey* every one of the judges, without exception, were of opinion that under the act of Queen Anne, a foreigner coming to this country, and here first publishing a work composed by him, did acquire a copyright; and therefore, if Miss Cummins had done so, whether it was composed in Canada or in any other quarter of the world, she would have had a clear copyright in it. Although a foreigner could not acquire an estate here, he might, by permanent or brief residence, acquire temporary and local privileges *quoad* his personality, and owed a local and temporary allegiance as a British subject, and as a compensation for that was entitled to the privilege of protection to the same extent. The act of 5 & 6 Vic. extended to all the British dominions, colonies included. No words could be more conclusive as far as related to copyright, the colonies being brought, as it were, within a ring-fence *quoad* that question. If under the act of Anne, *a fortiori*, under this act, an alien resident and publishing here acquired a copyright, there being only one species, not two species of copyright, and that could not be lost if he left this country; and by parity of reasoning the copyright extended to all the British dominions, whether he was here or in any other part of such dominions—in Canada or elsewhere—it was the same thing as a foreigner coming to this country and first publishing his work here. Miss Cummins, therefore, did acquire a copyright, and the demurrer on that ground could not be sustained. But there were other grounds. Under the 5 & 6 Vic. c. 55 s. 11, there must be a registration at Stationers' Hall, and the 13th section made it lawful, not imperative, that the proprietor of a copyright should make an entry of the title of the book, time of first publishing, name and place of abode, &c., of the assignee, and it was not necessary for him to assign by deed. But no proprietor should be able to sue without making such entry as was prescribed by the act, which was also necessary in order to enable him to assign, although he might assign by deed. The defendants argued that the entry of the proprietorship was not in accordance with the act, and therefore operated nothing, and that argument must prevail. It was a mere technicality, but it was not only one on which the defendants had a right to insist, but was of importance to carry out the real intention of the Legislature, who for good reasons no doubt thought fit to require strictly certain particulars to be complied with. It was in fact a concession of a certain means of assignment, upon conditions which must be performed in order to acquire the right of such assignment. First, the date of publication was the 25th of May, when it was stated in the bill to be the 23rd, it was the plaintiffs' own statement which must be taken for the purposes of the demurrer. It was said to be an error, but it was fatal. Another fatal ground, though not equally strong, was that the act requiring in the registry the name of the publishers, the entry was "Sampson Low, Son and Marston, 14, Ludgate Hill, London." If it professed to enter the name of the firm it must be the real name, which was not the name of the firm registered as publishing the work, for in the bill it was called "Sampson Low, Son & Co." It was a very technical point, but the thing required must be done, and therefore on that ground also there was no valid assignment by the subsequent entry, and the consequence was the demurrer must be allowed. As the decision was in favour of the bill on the main ground, ordinarily there would be leave to amend, but the court was precluded from doing that because the plaintiffs had no title when they filed the bill, and therefore the demurrer must be allowed *simpliciter*, and no leave to amend could be given.—*Law Times Reports.*

GENERAL CORRESPONDENCE.

Right of Canadian Barristers and Attorneys to practise in the West Indies.

To the Editors of the Upper Canada Law Journal.

Gentlemen,—Could you say whether a barrister and attorney of this country can practise in the West Indies without going through any examination, &c. (or at all), and, if any, what?

If you would answer the above you would much oblige

Yours, &c., A Subscriber.

Clinton, July 27, 1864.

[We believe, so far as we can learn, that in most if not all of the Islands of the West Indies, the right to admission as an attorney, or call to the bar, is discretionary with the courts, and that attorneys and barristers from England are usually admitted or called upon certificate. The same, in all probability, would be done in regard to attorneys or barristers from Upper Canada.—Eds. L. J.]

Articled clerks—Filing of contracts of service and assignments.

To the Editors of the Upper Canada Law Journal.

Gentlemen,—The last paragraph of section 11 cap. 35 Con. Stat. U. C. requires that every contract of service as an articled clerk, with the affidavit annexed, shall, within three months after execution, be filed with one of the clerks of the Crown and Pleas at Toronto.

Does the word "contract" used here include an *assignment* of articles? My impression is that it does *not*, as by the 5th section the Law Society are authorized to dispense with the production, in case of loss, of the "contract of service, affidavit and *assignment*."

Had it been the intention to include assignments in the 11th section as necessary to be filed in the clerk's office, is it not probable they would have been specially mentioned as in section 5? Or was it intended that they should be filed as well as the original contract, and is the omission to mention them particularly in the 11th section a mere clerical error?

In case of an assignment not being filed until nine months after execution, will that time be lost to the articled clerk?

Please answer in the *Law Journal*.

Yours respectfully, T. P. T.

St. Catharines, July 29th, 1864.

[Though in strict law we do not think that section 11 would be held to include assignments, we advise students as a matter of precaution, until such time as the point be determined either one way or other by the courts, to file assignments, if any, as well as the contract of service, in the manner directed by sec. 11 of Con. Stat. U. C. cap. 35. The English Act, 6 & 7 Vic. cap. 73 sec. 8, as well as ours, sec. 11, is silent as to assignments.—Eds. L. J.]