

or, if there be not so much available in any year, then to divide equally between them what may be available and make up the deficiency to them when there are funds to do it with, and to pay to any of them who may have greater need on account of ill health or misfortune a greater sum than the others, and a greater sum than \$250." The will then directed the executors, after sufficient funds had been invested to keep up the payments to the sisters, to pay certain specific sums to four named persons, or in like proportions to each of them, "if there be not enough to pay them in full," and "to pay to the children of my brother . . . whatever may remain of the estate."

*Held*, that the sisters of the testator had the right to resort to the corpus of the fund provided for the payment of their annuities, if the income was insufficient. *Mason v. Robinson*, 8 Ch. D. 411, and *Illsley v. Randall*, 50 L.T.N.S. 717, followed.

*Marsh*, K.C., *Armour*, K.C., and *J. R. Meredith*, for the various parties.

Trial of Action. Street, J.]

[Nov. 21, 1902.

BLACK & IMPERIAL BOOK COMPANY.

*Copyright—Foreign reprints—Notice to Commissioners of Customs—Statement of wrong date of expiration of copyright.*

The result of the legislation contained in ss. 42, 152 of the Imperial Customs Law Consolidation Act, 1876, and s. 17 of the Imperial Copyright Act, 1842, is that in order to entitle the proprietor of copyright in a book to enforce his rights in regard to foreign reprints of it, he is required to give the notice prescribed by s. 152 of the former Act, to the Commissioners of Customs, besides registering the work at Stationers' Hall; and until he has complied with both of these formalities he has no rights which he can enforce with regard to imported reprints.

*Held*, also, that in this case the notice required by s. 152 of the former Act had not been given, inasmuch as in a notice which had been given in pretended compliance with the section the date when the copyright would expire in the case of the book in question, being the 9th edition of the *Encyclopedia Britannica*, had not been correctly stated.

In the case of such a work as the *Encyclopedia Britannica* the duration of the copyright of the actual authors of the various articles is seven years from death in each case, or 42 years from the first publication, whichever shall be the longer period, and the only actual date which can be fixed as the date of the expiration of the copyright would be 42 years from the registered date of the publication of the first number of the *Encyclopedia*.

*Barwick*, K.C., and *J. H. Moss*, for the plaintiffs. *S. H. Blake*, K.C., and *Raney*, for the defendants, the Imperial Book Co., Limited. *A. Mills*, for the defendant Hales.