

tured to whistle a copyrighted composition without a license might be guilty of an infringement. At the same time the perforated music roll, seems substantially to be an invasion of what might reasonably be considered the legitimate right of the composer.

**PRACTICE** — COSTS OF PROCEEDINGS IN FORMA PAUPERIS — SOLICITOR AND CLIENT.

*In re Raphael* (1899) 1 Ch. 853, is a case to which reference has already been made in this Journal, see ante p. 372. The question was simply whether a solicitor who had carried an appeal to the House of Lords for his client in forma pauperis could recover from his estate the ordinary full costs of the proceedings, and not merely pauper costs as taxable against the opposite party. Kekewich, J. was of opinion that as the solicitor had not been assigned by the Court, but had acted in pursuance of a contract with his client, the latter must be assumed to have contracted to pay the usual costs, there being no evidence to the contrary.

**COMPANY** — GENERAL MEETING — NOTICE CALLING GENERAL MEETING — SPECIAL RESOLUTIONS — SHAREHOLDERS — DIRECTORS PECUNIARILY INTERESTED — NON-DISCLOSURE.

In *Tiessen v. Henderson* (1899) 1 Ch. 861, the plaintiff, a shareholder of a joint stock company, sued for an injunction to restrain the company, three of its directors, and its ostensible liquidator, from carrying into effect special resolutions for reconstruction of the company, alleged to have been passed and confirmed at extraordinary general meetings, held on Feb. 16, 1899, and March 3, 1899. The grounds on which the plaintiff relied were (1) that the notice calling the first meeting, though specifying the business to be transacted, omitted to disclose the fact that certain of the directors were pecuniarily interested in supporting one of the schemes proposed; and (2) that the notice of the second or confirmatory meeting was conditional. Kekewich, J. held that on the first ground the plaintiff was entitled to succeed, as the failure to disclose the directors' interest in the proposed scheme, was fatal to the validity of the notice as regards non-attending shareholders. But on the second point, as to the conditional character of the notice of the second meeting, he thought the case distinguishable from *Alexander v. Simpson* 43 Ch. D. 139, on the ground that the notice convening the confirmatory meeting was positive, and the