house as to cause material annoyance to those who occupy it. * * * Much must turn on the nature and locality of the windows, the supply of light to which has been interfered with. Persons who live in towns, and more especially in large cities, cannot expect to enjoy continually the same unobstructed volumes of light and air as fall to the lot of those who live in the country. * * * * That the effect of the defendant's building is to render the plaintiff's room less cheerful, especially during the winter months, I do not doubt. The direct rays of the sun do not now reach it, during that period of the year, for more than about forty minutes in the day, on an average, instead of about two hours and a half. But I cannot think that this is such an obstruction of light as to amount to a nuisance."

Patent—Joint Grantees.—Where a patent for an invention is granted to two or more persons in the usual form, each one may use the invention without the consent of the others. Mathers *v.* Green, Ch. Ap. 29. Lord Cranworth, in reversing the decision of the Master of the Rolls, said: "Is there then any implied contract, where two or more persons jointly obtain letters patent, that no one of them shall use the invention without the consent of the others, or if he does, that he shall use it for their joint benefit? I can discover no principle for such a doctrine. It would enable one of two patentees either to prevent the use of the invention altogether, or else to compel the other patentee to risk his skill and capital in the use of the invention on the terms of being accountable for half the profit, if profit should be made, without being able to call on his co-patentee for contribution if there should be loss." [The judgment does not appear to have touched on the rights of joint patentees to the profits made by granting licenses; but we apprehend that, in the absence of express contrac, such profits must be equally divided.—Ed. L. J.]

Statute of Frauds—Part Performance.—A landlord having verbally agreed with his tenant to grant him a lease for twenty-one years at an increased rent, with the option of purchasing the freehold, died before the execution of the lease. Before his death the tenant had paid one quarter's rent at the increased rate:—*Held*, that this constituted a sufficient part performance of the agreement to take the case out of the *Statute of Frauds*, and specific performance was decreed. Nunn *v.* Fabian, Ch. Ap. 35. In this case the lease had actually been engrossed, and several appointments had been made to execute it; and on the last day that an appointment had been made, the proprietor of the property died suddenly. The draft of the lease, in the handwriting of a clerk of deceased's solicitor, was produced. The Lord Chancellor, in delivering judgment, relied chiefly upon the fact that the tenant had paid a quarter's rent at the increased rate stipulated in the lease, and this he thought was a clear part performance.

Copyright—Alien—Temporary Residence within the Realm—Colony—Canada.—An alien friend residing temporarily in any part of the British dominions, and during the time of such residence publishing in England a work, of which he is the author, acquires a copyright under the 5 & 6 Vict. c. 45. And this is the case, although he may be residing in a British colony, with an independent legislature, under the laws of which he is not entitled to copyright. Low *v.* Routledge, Ch. Ap. 42. This was a case of considerable interest. Maria Cummins, a native of the United States, being desirous of acquiring a British copyright for a work of hers, called "Haunted Hearts," transmitted the manuscript to Sampson Low & Co., for publication by them; it having been arranged that she should, prior to such publication, go to Montreal, and continue there until and during the publication of the work in England. Maria Cummins accordingly went to Montreal, and was living there at the time of the publication of "Haunted Hearts" in London, on the 23rd May, 1864. The work was in two volumes, price 16s. In the same month, Routledge & Co., the defendants, brought out a cheap edition of the same work, price 2s., and the plaintiffs filed a bill to restrain the violation of the copyright. It was admitted that the author had acquired no copyright under the *Canadian Copyright Act* (4 & 5 Vict. c. 61), but it was contended by the plaintiffs' counsel, that the Canadian Acts