
REVIEW OF CURRENT ENGLISH CASES.

(Registered in accordance with the Copyright Act.)

COPYRIGHT—PHOTOGRAPH—PHOTOGRAPHS TAKEN “FOR A GOOD, OR VALUABLE CONSIDERATION”—OWNERSHIP OF COPYRIGHT—FINE ARTS COPYRIGHT ACT, 1862 (25 & 26 VICT. c. 68) s. 1.

Stackemann v. Paton (1906) 1 Ch. 774 was an action by photographers to restrain infringement of an alleged copyright in photographs taken by the plaintiffs. The photographs in question had been taken in the following circumstances. The plaintiffs had applied to the proprietors of two private schools for permission to take photographs “at their own risk” of the school premises. The permission was accorded and photographs taken of such parts of the premises as were suggested by the proprietors, without any charge to them but subject to their approval, and on their completion each of the proprietors bought some of the copies. Being desirous of advertising their respective schools, the proprietors took the photographs to the defendants and requested them to include the views in the advertisements of the schools published by them. The defendants accordingly made a block reducing the size of the photographs and published the impression thereof as an advertisement of the schools, which was the alleged infringement. Farwell, J., held that the permission granted by the school proprietors to the photographer to enter and take the photographs constituted “a good consideration” and, therefore, under the Fine Arts Copyright Act (25 & 25 Vict. c. 68), s. 1 (which would seem to be operative in Canada), the photographer, though the “author” of the copyright, was not entitled to copyright therein, but that the copyright belonged to the proprietors of the schools, and the action was therefore dismissed.

SETTLEMENT—POWER OF APPOINTMENT—EXERCISE OF POWER—APPOINTMENT BY WAY OF CONTINGENT REMAINDER—REMOTE-NESS—PERPETUITY.

Whitby v. Von Luedecke (1906) 1 Ch. 783 is a case involving one of those nice question of real property law in which the real property lawyer revels. By a marriage settlement made in 1844 real estate was settled to the use of Ann Gregory for life, and after her death to the use of such children of the marriage in such shares and manner as she should appoint. Only two children were born of the marriage, viz., Ann, in 1846, and