

not have been followed, yet was of opinion that as the fund remained under the control of the assignee, notwithstanding its investment with other moneys, it might properly be secured for the benefit of creditors should they be proved to be entitled, and he therefore restrained the assignee from receiving the moneys secured by the mortgage so far as they represented the policy moneys, and from parting with the mortgage except after notice to the plaintiff, and with the sanction of the Court.

COPYRIGHT—MUSIC—SHEET OF MUSIC—PERFORATED ROLL OF PAPER FOR USE IN MECHANICAL ORGAN—INFRINGEMENT OF COPYRIGHT—COPYRIGHT ACT, 1842 (5 & 6 VICT. c. 45), ss. 2 15—(R.S.C. c. 62, s. 32).

Boosey v. Wright (1899) 1 Ch 836, was an action to restrain the infringement of a copyright. The alleged infringement consisted in the sale of certain perforated rolls of paper for use in an instrument called the *Æolian*, which were so prepared that whenever a perforation passed under a particular pipe in the instrument the appropriate note was sounded. The tunes thus produced being the subject of the plaintiff's copyright. At the beginning of each roll was printed a statement as to the key in which the music was written, there were also printed on them the words *andante*, *moderato*, *piano*, *crescendo*, indicating the time and expression, at and with which, the music ought to be played. These words were visible to the player and were intended for his guidance. Stirling, J., was of opinion that "copyright" under the Copyright Act, 1842 (5 & 6 Vict. c. 45) means "the sole and exclusive liberty of printing or otherwise multiplying copies of any subject" to which the word is applied in the Act, including a sheet of music, and does not extend to the perforated rolls in question, which were rather in the nature of parts of a machine, whereas the Act only prevented multiplying something in the nature of a book. He, however, held that the addition of words to regulate the time and expression taken from the plaintiff's music sheets was an infringement of the copyright, and granted an injunction to that extent. It is possible that the Canadian Copyright Act (R.S.C. c. 62) may be found to have the same limited effect. See s. 32, which seems merely to prohibit printing, reprinting, or importing for sale, a copyright musical composition. If the law were to prohibit every reproduction of musical sounds the subject of a copyright musical composition, it might be inconvenient, for in that case every one who ven-