Court incline to hold that the person who takes the negative is the "author" of the photograph; and also that two or more persons may be registered under the Acts as the "authors" of a painting, drawing, or photograph, and they refer to, but do not decide, the question which thereupon arises as to whether, in such a case, the copyright would subsist for the joint lives of the authors, and seven years afterwards, or for the lives and life of the survivors and survivor, and seven years afterwards. Bowen, L. J., makes at p. 656, the following striking remarks: "It is to be remarked that this Act of Parliament treats photography as a fine art. It puts it on a level, for the purpose of registration, with paintings and drawings. In order to see who is the author of a photograph one must consider the question on the assumption that photography is to be treated, for the purpose of the Act, as such fine art. I think it is evidently not the man who pays—not the man who contributes the machinery—not the man who does nothing except form the idea—not the man who does nothing towards embodying the idea—not the man who finances the expedition, or who sends it out—none of those persons, in the ordinary sense of the term, can be considered the artist."

WRITTEN CONTRACT—SIGNATURE BY AGENT—PAROL EVIDENCE.

At p. 651, in *Young* v. *Schuler*, a contract had been signed by one S., holding a power of attorney from one of the parties to the contract, and it was sought to adduce evidence of contemporaneous statements of S., which, if admissible, made it clear that he intended to sign in his own right, as well as for his principal, and that he intended to be bound. The Court of Appeal upheld the admission of the evidence, as it did not contradict the written instrument. Grove, J., the judge of first instance observes:—"There being ambiguity in the contract as to the capacity in which S. signed, evidence as to what he said at the time as to the capacity is admissible."

DISTRESS BY LANDLORD AFTER TENANT HAS QUIT.

In *Gray* v. *Stait*, p. 668, the full Court decide that a landlord cannot follow and distrain his tenant's goods which have been fraudulently removed to prevent a distress for rent due, if at the time of the distress the tenant's interest in the demised premises has come to an end, and he is no longer in possession. The short judgment of Cotton, L. J., gives in a few words the grounds of the decision:—"The statute 11 Geo. 2, c. 19, s. 1, gives a power of distress over goods fraudulently removed off the premises only where they would have been distrainable if they had remained upon the premises. The power to distrain after the expiration of a tenancy is conferred by 8 Anne c. 14, s. 6; but this power is limited by certain conditions contained in s. 7. In order to justify a distress, it is clear to me that there must be a possession either wrongful or rightful; in the present case there was no possession of the demised premises at the time of the seizure."

MALICIOUS PROSECUTION—PETITION TO WIND UP COMPANY—INJURY TO CREDIT.

The next case, the *Quartz Hill Consolidated Gold Mining Company* v. *Eyre*, p. 674, decides the interesting question of whether, and when, an action will lie for falsely and maliciously, and without reasonable or probable cause, presenting a petition under the Companies Acts to wind up a trading company. The M. R. and Bowen, L. J., agree in their reasoning and conclusions. The latter says:—"The first question to be considered is whether an action will lie for falsely and maliciously presenting a petition to wind up a company; and the second is whether an action will lie without further proof of