

that the father was the "author" within the meaning of the Act, and that the son merely acted as his servant in taking the photograph, and that the father was, consequently, rightly entitled to the copyright. He also held that the photograph was not taken "for or on behalf of Crossland," and, therefore, the proviso of section 1 of the Act (25 & 26 Vict., c. 68) did not apply. He also held that section 6 of the Act precluded Crossland, as well all other persons but the plaintiff, from multiplying copies without the plaintiff's leave.

INTEREST—ERRONEOUS ORDER—MONEY PAID OUT OF COURT BY MISTAKE.

*In re Goodenough, Marland v. Williams*, (1895) 2 Ch. 537; 13 R. Sept. 112, and *In re Duke of Cleveland's Estate*, (1895) 2 Ch. 542, are two cases in which Kekewich, J., has determined that the court, in future, in apportioning a fund between capital and income, will only allow interest at the rate of 3 per cent., instead of 4 per cent., as the basis of calculation. In the latter case a sum of money was paid out of court under an erroneous order, and, upon the order being subsequently varied, it was recovered, but without interest, and it was held that the amount so recovered ought not to be treated as between the tenant for life and remainderman as all capital, but that a fair proportion of it ought to be paid to the tenant for life as income, and, in estimating the amount so to be paid, a 3 per cent. basis must be adopted. The fall in the value of money in Ontario seems to call for some reduction in the statute rate here from 6 per cent. to some lower figure.

HIRE AND PURCHASE AGREEMENT—OPTION TO PURCHASE—PROPERTY IN GOODS—BILLS OF SALE ACT.

In *McEntire v. Crossley*, (1895) A.C. 457; 11 R. July 24, which was an appeal from the Irish Court of Appeal, the legal effect of a hire and purchase agreement had to be considered by the House of Lords. By the agreement in question the "owners and lessors" of a gas engine agreed to let and the "lessee" agreed to hire the engine at a rent, payable by instalments, amounting, in the aggregate, to £240, and upon payment in full the agreement was to be at an end, and the engine was to become the property of the lessee, but until payment in full it was to remain the sole and absolute property of the lessors. It also