An author has no monopoly in a theory propounded by him.

Per James, V. C. In cases of literary piracy, the defendant is to account for every copy of his book sold, as if it had been a copy of the plaintiff's.—*Pike* v. *Nicholas*, L. R. 5 Ch. 251.

3. Although a rival publisher is not justified in copying slips cut from a Directory previously published by another party by having sent out canvassers to verify them, and to obtain the leave of those whose names were on the slips to publish them in that form, he may use such slips to direct his canvassers where to go for the purpose of obtaining the addresses anew.—*Morris* v. *Wright*, L. R. 5 Ch. 179.

DEATH.—Those who found a right upon the fact that a person, who has not been heard of for seven years, survived a particular period, must establish that fact affirmatively by evidence.

A., a testator, died January 5, 1861, and left a residue to his nephews. The last that was known of B, one of his nephews, was that he was entered in the books of the American Navy as having deserted June 16, 1860, while on leave *Held*, that B. was not shown to have survived A., and that his personal representatives could not claim a share under A.'s will. — *In re Phené's Trusts*, L. R. 5 Ch. 139.

EXECUTOR AND ADMINISTRATOR.—1. The payment of one legacy by executors out of their own money, as a gratuity, is not an admission of assets for the payment of others. Neither is a payment out of the estate of one of two executors who were also residuary legatees, by his representatives, to the survivor in compromise of his claim as such residuary legatee. — *Cadbury* v. *Smith*, L. R. 9 Eq. 37.

2. Executors before probate directed A., the manager of the testatrix's chemical works, to continue to manage them, which he did. Goods of the testatrix thus in A.'s hands as agent of the executors were seized on *fi fa.* on the ground that he was executor *de son tort*. The executors afterwards proved the will. *Held*, that A. was not executor *de son tort*.—*Sykes* v. *Sykes*, L. R. 5 C. P. 113.

HUSBAND AND WIFE.—1. Money advanced for, and applied to, the support of a married woman who has been deserted and left without support by her husband, may be recovered of him in equity.—*Deare* v. *Soutten*, L. R. 9 Eq. 151.

FIXTURES.—Trade fixtures, which are annexed to a building by bolts and screws for the single purpose of steadying them when in use, and which can be removed without injury to the freehold, pass to the mortgagee under a previous equitable mortgage.—*Longbottom* v. *Berry*, L. R. 5 Q. B. 123.

ONTARIO REPORTS.

QUEEN'S BENCH.

(*Reported by* C. ROBINSON, ESQ., Q.C., *Reporter to the Court.*)

LOUGH V. COLEMAN ET AL.

Division court bailiff—Notice of action—Seizure under separate writs—Joint liability of execution plaintiffs.

A Division Court Bailiff is entitled, under C. S. U. C. ch. 19, sec. 193, to notice of action for a seizure and sale of goods under execution, although he is indemnified and directed to sell by the execution creditor.

Held, that upon the facts in this case set out below, there was evidence to show that it was one seizure and one sale under the direction and for the benefit of the two defendants holding separate executions, and that they were therefore jointly liable.

On the ground of excessive damages, the court refused to interfere, the excess being only $50.

[29 U. C. Q. B., 367.]

Trespass for entering the plaintiff's land, and seizing and taking certain cattle, &c.; with a count in trover.

Plea, by the defendants Coleman, not guilty, by Statute, Consol. Stat. U. C. ch. 19, secs. 193, 195, and 198. Pleas by the other defendants, Simson and Fluke, not guilty; and goods not the plaintiff's.

At the trial, before Wilson, J., at the Spring Assizes for 1869, at Cobourg, the plaintiff called Peter Coleman, one of the defendants, who proved that he was a bailiff of the Division Court, that he had in his hands two executions, at the respective suits of the defendants Simson and Fluke, against one John Swain: that he seized the goods in question under these executions, the other defendant Coleman being his son and assistant, and that afterwards these defendants, by separate bonds, indemnified him, and, being indemnified, he sold the goods. He first drew a joint bond, which Simson signed, but Fluke would not join in it, and he gave a separate bond, Simson signing his the day before the sale, and Fluke on the day of the sale. The witness stated he had no indemnity when he seized, but that he had the orders of the defendants, to go on and seize the property he found on the place, and he removed the property and kept it nine days before selling. He further stated that Fluke and Simson (the defendants) told him to seize and not to interplead, as they would take the property and sell it: that they did not jointly give him instructions, but each as to his own execution; that he made the seizure for both on the same day, and at the same time, and seized enough to satisfy both executions, and advertised separately under each. The witness produced the executions under which he sold the articles.

It was submitted, on the part of the defendants Coleman, the bailiffs, that the action against them failed, as they received no notice of action; and as to the other defendants, that there was no joint action or seizure by them to make them jointly liable, but separate executions and separate bonds of indemnity.