

CONTRAST the Thompson act of 1889 with the Simonds act of 1891 in the United States. The Simonds act imposes all the conditions that the Canadian act does, but adds the important restriction that not only must the work be printed off in the United States, but that the type must be set there. While an English publisher can comply with the Canadian law by printing here from plates made in England, he must, in order to comply with the United States law, have the type all set up again in that country. The Simonds act violates the foundation principle contained in Article 2 of the convention. Under this Article, the mechanical aspect of book-making is to count for nothing; whereas in the Simonds act the mechanical production of the book in the United States constitutes the whole matter.

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NOR only does the United States claim to have acceded to the Berne Convention, the first principle of which it has rejected, but in such character as accessory, having been admitted to the privilege of copyright in England, it claims to have thereby purchased a general right over the whole British Empire, including Canada. The United States therefore calls upon the English Government to compel Canada to throw into the bargain the book market of the Dominion. Under this contention, a United States publisher may set up, print and bind his book in the United States, and, by virtue merely of having taken out copyright in England, obtain the exclusive control of the Canadian market.

IF the Simonds Copyright Act is a good assent on the part of the United States to the Berne Convention, Sir John Thompson's more liberal act of 1889 should be a sufficient assent on the part of Canada to the same convention, and Canada should give no other assent.

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THE position is a difficult one. The readiest solution is for the Government of Canada to have a friendly suit in our courts brought to test the claim put forward for the validity in Canada of an English copyright. In such a suit, the Government should take care that the constitutional questions involved are adequately presented to the court. If the decision be in favor of Canada's right to require Canadian copyright to be taken out, it is hard to see what the English publisher can do except gracefully accept the situation.

INSURANCE LAW NOTES.

IN placing life insurance (partnership) on three brothers, M. F., the agent, as a little inducement, entered into the following arrangement:

"To MESSRS. L. Bros.,

"Renfrew, Ont.,

"GENTLEMEN—You will be allowed five dollars rebate on your first semi-annual premium, and also five dollars on the second semi-annual premium on policies on the lives of Thos., Wm., and Robert L., W. J. F."

Three policies were issued, each for \$2,000, the aggregate being \$6,000, brought the transaction within the scope of the rebating clauses of the Insurance Corporations Act, 1892 Sec. 38 (2), if it were a single transaction. The magistrate convicted on