

itself is in every sense a sale valid in equity as well as at law. There is no authority for saying that such a sale is not warranted by such a power." But while saying this, he proceeds to point out that such a sale may be void on the ground of fraud, or for being made at an under value, or under such circumstances as to throw upon the purchasers the onus of proving its validity. Further on he says, at p. 415: "Although a sale by a mortgagee to a company, promoted by himself, of which he is the solicitor, and in which he has shares, is one which the company must prove to have been *bona fide* and at a price which the mortgagees could properly sell, yet if such proves to be the fact, there is no rule of law which compels the Court to set aside the sale."

COPYRIGHT.—NEWSPAPER.—ARTICLES COMPOSED AT THE JOINT EXPENSE OF PROPRIETORS OF SEVERAL NEWSPAPERS.—IMPERIAL COPYRIGHT ACT (5 & 6 VICT., c. 4, s. 88, 18, 19).

*Trade Auxiliary Co. v. Middlesborough*, 40 Chy.D. 425, was an action for the infringement of a copyright. The plaintiffs were the three several proprietors of three several periodicals, and they had jointly employed a person to compile for them lists of registered bills of sale and deeds of arrangement, on the terms that the copyright was to belong to the plaintiffs. The three periodicals were registered under the Copyright Act. The compilation of the lists required skill, and involved a good deal of labor and expense. The defendant association copied and circulated among their own members so much of these lists as related to their own neighborhood, which was a very small part of the whole. The Court of Appeal (Cotton, Lindley and Lopes, L.JJ.), affirming Chitty, J., decided that the 18th section of the Statute was not to be construed as confining the copyright of a proprietor of a newspaper to articles composed on the terms that the copyright should belong to, and be paid for by, him alone, but that each of the plaintiffs had an interest in the copyright, and, having registered his periodical, had a right to sue to restrain the infringement, and that the defendants could not escape liability on the ground that they had only copied a small portion of the lists: See also *Cate v. Devon*, 40 Chy.D. 500. This Statute, we may remark, is one of the few Imperial Statutes in force in Canada, *proprio vigore*.

TRUSTEE—DISCLAIMER BY CONDUCT—LEGAL ESTATE.

*In re Birchall*, *Birchall v. Ashton*, 40 Chy.D. 436, was an action for the appointment of new trustees in place of a deceased trustee and the defendant, who, it was alleged, had by his conduct disclaimed the trust. Bristowe, V.C., before whom the action was tried, found that the defendant had by his conduct disclaimed the trust, and directed a reference to appoint new trustees, and ordered the defendant, at the expense of the trust estate, to execute a proper conveyance of the trust estate to the new trustees. On appeal by the defendant, the Court of Appeal (Cotton, Lindley and Lopes, L.JJ.) refused to disturb the finding of Bristowe, V.C., as regarded the fact of the disclaimer, but having found that there had been a disclaimer of the trust, they held that he was wrong in directing the disclaiming trustee to convey, and they, therefore, struck out that part of his order. Cotton, L.J., says at p. 439: "I should be sorry that it should be