

official guardian under the above first-mentioned enactment, nevertheless made the contract of sale subject to such approval being obtained, and, it was alleged, lost the sale by having, through negligence and delay, failed to obtain the official guardian's approval within the time required by the contract,

Held, that they were not liable to make good to the estate the deficiency resulting from a resale of the property afterwards, they having acted throughout with good faith and to the best of their judgment.

Under the above Acts executors and administrators are not in all respects in the same position as trustees for sale of the lands. Upon the latter is cast a duty to sell and dispose of them, upon the former a mere discretion to be exercised only for certain purposes and in certain events.

S. Leitch, F. P. Belts, and T. Macbeth for various parties.

J. Hoskin, Q.C., for the infants.

BOYD, C.]

LANCEFIELD v. ANGLO-CANADIAN PUBLISHING CO.

[April 29.

Copyright—Penalty—Printing Canadian copyright work abroad—Impressing thereon fact of Canadian copyright—R.S.C., c. 62, s. 33.

There is nothing in section 33 of the Copyright Act, R.S.C., c. 62, to prevent the owner of a Canadian copyright in respect to a musical composition having the work printed abroad, and inserting thereon the existence of such copyright before publishing the work in Canada.

It is not expressly declared in the Act that the continuance of the privilege of copyright depends on the printing as well as the publication of the composition in Canada.

That may be inferred from certain provisions in the Act, and it may be that such importations as these are not protected by the Act, but these matters were not raised in this case, which had to do simply with the penalty clause, section 33.

G. Lynch-Staunton for the plaintiff.

J. Bicknell and H. D. Hulme for the defendants.

Common Pleas Division.

STREET, J.]

IN RE FRANKLIN v. OWEN.

[April 26.

Prohibition—Division Court—Jurisdiction—Garnishing claim—Primary debtor abroad—Garnishees—Place of carrying on business—Cause of action—57 Vict., c. 23, s. 12—Promissory notes—Dividing cause of action—Separate counts.

A motion by the primary debtor for prohibition to the Third Division Court in the County of Elgin.

The Junior Judge of the County Court of Elgin, in a considered judgment, held that the Third Division Court had jurisdiction in an action upon a joint and several promissory note for \$300, made by the primary debtor