

It was contended that this gives them copyright throughout all the colonies. The defendant, who lives in Toronto and is a manufacturer of embossed cards and various advertising devices, had been using the picture, making copies of it and adapting it in different forms in connection with his business. The plaintiffs upon hearing of this applied for an injunction to restrain the defendant from making copies of or using the picture. Mr. Justice Rose who heard the case, in an elaborate judgment reviews the whole question and comes to the conclusion that the Imperial Act 25 & 26 Vict., giving copyright in artistic works, is limited to the United Kingdom and does not extend to Canada. This decision is of great importance, especially at this time, as the whole copyright question is now being considered by the British Parliament, and this view of the law will doubtless be taken into consideration in the framing of their new Copyright Act.

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*A SOLICITOR'S RETAINER.*

In all actions and suits the common law required the actual presence of the parties in propria personâ, and admitted only of the substitution of an attorney by grace and favour, it being deemed impracticable, as we are told, for a man to be substituted (attornée) for another, inasmuch as he could not receive the punishment pro alieno delicto, or pay the fine awarded pro falso clamore on being non-suited.

The Statute of Merton, (20 Hen. 3, c. 10) appears to be the first statute conferring the general right to substitute an attorney in lieu of personal attendance in civil actions. As the practice is now to prosecute and defend by solicitor, it may be of interest to glance at some of the authorities on the contract between the client and his solicitor.

**I. Evidence of retainer.**—As between solicitor and client, the appointment of a solicitor is governed by the general law applicable to ordinary agents; the act of the client by which he engages a solicitor to manage his cause or perform other services for him being termed a retainer. A solicitor can, generally, be appointed by parol, or the authority to act may be implied from the circumstances or the conduct of the parties. But a written retainer is always