

## RECENT ENGLISH DECISIONS.

**Sale—Set-off.**—In an action against a purchaser for the price of goods sold through brokers, who, to the knowledge of the purchaser, sold sometimes for themselves and sometimes for principals, the purchaser cannot set off his general account with the brokers (*Isaac Cooke & Sons v. Eshelby*, 56 Law J. Rep. Q. B. 505).

**Sheriff—Negligence.**—An action for the balance of the proceeds of an execution may be brought by execution creditors against the executors of a deceased under-sheriff without waiving a claim for negligence joined with it (*Gloucestershire Banking Company v. Edwards*, 56 Law J. Rep. Q. B. 514).

**Shipping—"Strike."**—A 'strike' in a charter-party held not to include the workmen deserting their work through fear of cholera, for the purpose of exempting from demurrage (*Stephens v. Harris*, 56 Law J. Rep. Q. B. 516).

**Insurance, Marine.**—The co-owner of a ship, insured by another owner and member in a mutual association, not being himself a member, cannot be sued for a contribution (*United Kingdom Assurance, &c., Association v. Nevill*, 56 Law J. Rep. Q. B. 522).

**Admiralty Law.**—In a collision between a vessel in motion and a vessel at anchor, the burden of proof is on the former to show that the collision was not caused by any negligence on her part (*The Indus*, 56 Law J. Rep. P. D. & A. 88).

**Collision Rule, Art. 3.**—The placing of the side lights so as to be obscured from right ahead to the extent of three degrees, but so as to show otherwise a bright light over ten points of the horizon, held a compliance with the regulation (*The Fire Queen*, 56 Law J. Rep. P. D. & A. 90).

**Wills.**—An erasure of the testator's and witnesses' signatures with a knife by the testator held a revocation (*The Case of the Goods of Morton*, 56 Law J. Rep. P. D. & A. 96).

**Criminal Law—Perjury.**—A conviction for perjury committed in the absence of the registrar in bankruptcy, who had sworn the witness and left the evidence to be taken by a sworn shorthand writer, was quashed, as

committed *non coram judice* (*Regina v. Lloyd*, 56 Law J. Rep. M. C. 119).

**Contract—Consideration.**—Forbearance by request to sue a debtor without binding contract, held a good consideration for promising to pay the debt (*Crears v. Burnyeat*, 56 Law J. Rep. Q. B. 518).

## COPYRIGHT IN GOVERNMENT PUBLICATIONS.

THE following Treasury minute dealing with the copyright in Government publications has been issued:—

*Treasury Minute, dated August 31, 1887.*

My Lords take into consideration the correspondence which has passed between the Treasury and the Stationery Office on the subject of copyright in Government publications.

The law gives to the Crown, or the assignee of the Crown, the same right of copyright as to a private individual. Consequently, if a servant of the Crown, in the course of his duty for which he is paid, composes any document, or if a person is specially employed and paid by the Crown for the purpose of composing any document, the copyright in the document belongs to the Crown as it would in the case of a private employer.

The majority of publications issued under the authority of the Government have no resemblance to the works published by private publishers, and are published for the information of the public and for public use, in such manner as any one of the public may wish, and it is desirable that the knowledge of their contents should be diffused as widely as possible.

In other cases the Government publishes at considerable cost works in which few persons only are interested, but which are published for the purpose of promoting literature and science.

These works are of precisely the same character as those published by private enterprise.

In order to prevent an undue burden being thrown on the taxpayer by these works, and to enable the Government to continue the publication of works of this character to the same extent as heretofore, it is necessary to