

The Secretary was instructed to call on Mr. Fitt for a list of outstanding as at 20th April last.

The Secretary brought forward the accounts audited by Mr. Eckstein in accordance with resolution in minutes of general meeting held on 31st March last, and after some discussion he was directed to levy an assessment not exceeding (\$30) thirty dollars per head at the rate of \$5 monthly.

The motion of Mr. Verge seconded by Dr. Howatson carried unanimously.

Mr. Drayton proposed a vote of thanks to the Vice-President and Committee which was carried.

13/10/03.

EDGAR TRIPP.

This appears to have been the last of the special or general meetings, and the minutes are peculiar. There is a minute to the effect that the "motion of Mr. Verge seconded by Dr. Howatson carried unanimously." What motion? None appears on the minutes themselves. Can the minutes possibly refer to the resolution of Mr. Verge seconded by Dr. Howatson at the meeting of 31st March, 1903? If not, what motion is it? If it is, was it put again and carried again because the minutes of the 31st March are silent as to whether it was carried or not; and in the latter event, of what value is Mr. Tripp's recollection that the motion was carried unanimously at the meeting of 31st March? Defendant by the minutes was not present at this last meeting, nor is Mr. Verge the mover of the resolution entered as being there! How then being absent could he move a resolution?

After a most careful consideration of the evidence, both written and oral, of the cases cited, especially that of *Wise v Perpetual Trustee Company*, and of the arguments by Counsel, I am of opinion that Defendant is not legally liable either by any ratification of Plaintiff's acts, (and I find as a fact there was no ratification) or otherwise for this sum of £6 5s. Od. which Plaintiffs seek to recover from him. The endorsement of the writ alleges that this sum was "paid to and for the use of the Defendant." The words "at his request" do not appear. The statement of claim shews a somewhat different cause of action, but I am deciding this case apart from any consideration of these technical faults, if faults they be.

I disallow the item £6 5s. Od., but give judgment for Plaintiffs for the sum of £16 17s. 5½d., but under the peculiar circumstances disclosed make no order as to costs.

NORTHCOTE, C. J. }
ROUTLEDGE, J. } WHITEMAN v. STEPHENS & SCOTT
SWAN, J. }
15th March, 1904.

Copyright—statutory and common law copyright—law in Trinidad—Copyright Act 1862, 35 and 26 Vict. c. 68—International copyright Act 1886, 49 and 50 Vict. c. 33—Copyright Ord. No. 10 of 1888 [Compare Ordinance No. 75].

The law of copyright in Trinidad is the same as the law was in England before 1862. Neither the copyright Act 1862 nor the International Copyright Act 1886 is applicable to Trinidad.

Graves v. Gorrie (1903) 72 L. J. P. C. 95 followed.
[Vide:— Ord. No. 7 of 1907.]

In this action the plaintiff claims to recover against the defendants damages for an alleged infringement of his copyright in certain photographs of local views, copies of which the defendants have inserted in an album published by them and have also reproduced on post cards. Routledge J. gave judgment in favour of the defendants. The plaintiff has appealed. There is a good deal of ambiguity as to the meaning of the word "copyright." There is copyright so called, at Common Law. There is copyright by statute. Copyright at Common Law has been shewn by the case of *Jefferies v. Boosey* 4 H.L. Cases 815 to be an incident of property and nothing more. The Common Law gives a man who has composed a work a right to that composition, just as he has a right to any other part of his personal property. It certainly confers no special rights on him after publication. This may be called the Common Law view of copyright. Copyright under a statute is something far beyond that. It is the exclusive right of multiplying copies of a work already published. It may

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be called statutory copyright. By the English Copyright Act of 1862 (25 and 26 Vic. c. 68)—which begins by reciting that the authors of paintings, drawings and photographs had as the law then stood, no copyright in such works, and that it was expedient to amend the law in that respect—it is provided with regard to paintings, drawings and photographs that the exclusive right of copying, engraving reproducing and multiplying them by any means, and of any size, shall belong to the author, being a British subject or resident within the dominions of the Crown, for the term of his life and seven years after his death. By our Ordinance 4 of 1848, Section 3 the Common Law view of copyright may have been introduced into this colony, with its remedies, whatever they may be. Ordinance 10 of 1888 gives no new statutory right of copyright. It provides no remedies. It merely enables a man to register. It does not give the effect of registration. Upon this state of our Ordinances Mr. Wharton, for the defendants, argued that the statutory copyright in England given by the Act of 1862 does not exist in this colony. The title of Ordinance 10 of 1888 is merely to "provide for the registration of copyright in literary and artistic works and for the preservation of copies of books published in the colony." The Ordinance contains no section creating and defining the right of "copyright." Nor does the Ordinance refer to any previous Ordinance dealing with the subject. In the interpretation clause, however, (Section 2 of the Ordinance) reference is made to Her Majesty's Order in Council, dated 28th November, 1887, which by clause 8 thereof, is to be construed as if it formed part of the International Copyright Act 1886. The Privy Council in the case of *Graves v Gorrie* 72 L.J.P.C. 95 have, however, expressly decided that the English Copyright Act of 1862 conferring on British subjects and persons resident in British dominions copyright in pictures, drawings and photographs, is not applicable to any part of the British dominions outside the United Kingdom. And in dealing with this case their Lordships took into consideration the International Copyright Act, and especially the Act of 1886 mentioned above. It seems to follow upon the authority of *Graves v Gorrie*, and upon the argument addressed to us, that under 10 of 1888 the author of a painting, drawing or photograph in Trinidad and Tobago, has no

statutory copyright in his works and the state of the law now existing in this colony appears to be the same as the law was in England before 1862. The present case is not a case of an infringement of a Common Law right. Ordinance 10 of 1888, neither confers any statutory right of copyright, nor gives any remedy for the infringement of any such right. The sale of copies of photographs after registration is not unlawful so as to give a right of action for damages and therefore the defendants were entitled to judgment, and the appeal should be dismissed with costs. We have come to this conclusion with some reluctance. We feel ourselves bound by the judgment of the Privy Council and we cannot help remarking that the present state of the law or want of law, as to copyright in this colony is in a very unsatisfactory condition and bears hardly upon persons similarly situated to the plaintiff.

GYAH v. JIMINES.

SWAN, J.

18th March, 1904.

Agricultural Contracts Ordinance No. 9 of 1889—policy of the Ordinance. [Compare Ordinance No. 67].

H. who was an agricultural contractor on P.'s lands died leaving his contract to A. who in turn sold it to the plaintiff G. Four years after the sale to G., P. sold the lands to the defendant J. G. sued J. on the contract before the S.J.P. of the district and the case was struck out. G. then brought the present action in the Supreme Court for work and labour done by H. for P. and by G. for both P. and J.

Held:—Under these circumstances it would be contrary to the policy of the Agricultural Contracts Ordinance to allow G. to succeed in the present action. Judgment for J.

Plaintiff in this case sues for work and labour done. He alleges that he purchased a contract from one Amurun which belonged to her deceased husband. When he bought this contract Pultoo was the owner of the land and remained owner for four years after plaintiff commenced to