

the first? This they undoubtedly were; and therefore, the first being satisfactory and reasonable, and the others being really in nowise inferior, the Earl was not justified in the use of language which injured Mr. Edwards in his professional status and profits.

Another case was recently brought under our attention, in which the relation between the photographer and the colourist comes into question. A gentleman in London, who undertakes enlargement for the profession, and supplies a retouched or coloured large picture from a small negative sent to him, at a specific rate, entrusted some retouching to a gentleman whose work had generally given him complete satisfaction. The colourist was ill, and, after retaining the work in hand a very long time, he sent it to the photographer very imperfectly done, the likeness lost, and the finish unsatisfactory. With a full conviction that it was badly done, but—being driven to the last moment—having no time to have it remedied, the photographer sent the pictures to his customer in the country, with the scarcely admitted hope that the final customer might, perchance, be satisfied. The country photographer received the work under protest, but sent it to his customer, hoping, against hope, that it might, perchance, please. It did not; and the pictures finally found their way back to the London enlarger, to whom they were so much useless rubbish.

Meanwhile, the colourist had presented his account to the London enlarger, for payment. He was told that it was very doubtful whether the work would give satisfaction, and might probably have to be altered, or even done over again. The answer of the colourist was, "I have nothing to do with your arrangements with your customers; I have done my work, and I insist on being paid." This position he maintained, threatening legal proceedings unless he received immediate payment, and declining either to modify or repaint the pictures. The London photographer, on consulting his legal adviser, learnt that he had no safe remedy. Had he declined to receive the imperfect work, returning it at once to the colourist as unsatisfactory, he would have had a good defence; but having received it, and sent it to his customer, he had rendered himself liable for the payment. The position was a hard one: he lost his own customer and payment for his own work, and he lost the amount paid to the colourist; the reason why he did not return the pictures at once—and thus preserve his legal remedy—was, that the colourist had already had the pictures months in hand, and had kept them to the last moment. But there was no remedy.

In another column of our present issue is another singular case stated, in which a colourist brings an action against a photographer for the amount due for retouching certain pictures, and obtains a verdict. The case, as stated, appears to us monstrously unjust, and an examination of the pictures in nowise mitigates our view of the injustice of the decision. Here, again, from the statement of the case sent to us, it appears that the work was kept in hand many months, and finally sent home exceedingly ill-done. The prints in question, untouched duplicates, and well-finished copies, are submitted for our judgment. We should be sorry, if names were published, to give an opinion which might injure the professional position of any one; but as no names are here stated, we may, without impropriety, explain—for the elucidation of the case—that the work is altogether bad; the likeness is lost, and the work appears both careless and unskilful. The amount charged for such work is not stated, and we cannot judge as to the question of fairness. Neither are we informed as to when the objection was taken; whether the work was returned at once, or first received, and afterwards objected to. But, apart from all this, the monstrous dictum that the preservation of the likeness is a matter of no importance in photographic colouring appears almost incredible. The notion that a special written agreement that the likeness should be preserved, is necessary, appears scarcely less absurd. On the very face of the thing, it is the essence of the whole contract that the likeness should be like. If a tailor

make a coat a misfit, it is not entirely useless; it may fit some one else; but if a portrait is unlike, it is useless to everybody. A dentist might as well pull out the first sound tooth he could easily get at in a patient's mouth, instead of an unsound one, and then plead that there was no written agreement to the effect that he was to remove an unsound tooth, and not a sound one.

But what is to be the remedy in all these cases? We fear that there is no certain remedy. The law justifies its proverbial uncertainty; and if it were more certain, many men would rather suffer wrong than seek legal redress. There are, however, certain points worth observance for reducing the chances of these misunderstandings. In the first place, if the decision in question be sound law, and a written contract to preserve the likeness were necessary, it would be an easy thing to have a form prepared for ordinary use, in which the photographer might obtain from the colourist an undertaking to preserve the likeness. In the next place, photographers should remember that in law it is necessary to object to imperfect or unsatisfactory work at once, otherwise it is presumed to be accepted.

But there is something more than this: and the next consideration involves the colourist side of the question. The question of price is an important element in the whole business. In the disastrous race for cheapness, which has already done so much to injure photography in reputation and position, and photographers in status and purse, there is the natural tendency to reduce the prices of colouring; and this acts injuriously in two ways: it drives the colouring into the hands of incompetent persons, whose very incompetency makes them work low, and it compels capable men to work carelessly, rapidly, and with little heart. Unfortunately, amongst many able men engaged in colouring photographs there are also many of the race of incapables, who attempt this because they have failed at everything else. These, offering to work low, tend to lower the prices for good work. Respectable photographers are concerned to maintain prices for photographic colouring as an important element in the maintenance of fair prices for their own work. Fair prices, the engagement of capable men, and a good understanding, are more important in avoiding wrong than any amount of legal foresight.

In the cases we have cited, however, we have no reason to believe that low prices were paid, and nothing can effectually prevent the occurrence of such cases. A clear understanding, at the outset, of the general terms upon which business between the parties is to be transacted, and that understanding in writing, would, however, materially conduce to diminish the chance of loss or quarrel in such matters.

PHOTOGRAPHIC SOCIETIES, PAPERS, AND DISCUSSIONS.

THERE is a question of interest constantly arising amongst the members of all photographic societies, namely, how to get papers for every meeting during the session. The difficulty arises not out of any paucity of subjects of interest upon which the members might, with profit and pleasure, interchange thought and experience. Indeed, it often happens that, without a paper, a topic of conversation may be started upon which an animated and useful discussion will follow.

This lack of papers is seized as one of the arguments for an amalgamation of the North and South London Societies—a subject which it is not important to discuss here, being of interest to a limited number of our readers only. We refer to the matter chiefly with a view to mentioning the existence of an excellent bye-law of the North (we believe of the South as well), which has, unfortunately, been suffered to fall into disuetude; but which might, with advantage, be revived there and adopted in all societies. It is to this effect: that each member of the council or committee should be answer-