

manufactured by the plaintiffs, and solicited the custom of the plaintiffs' customers. The plaintiffs applied for an interim injunction, which was resisted on the ground that the covenant was void, being unlimited as to space. Chitty, J., granted the injunction, and thus states the result of the authorities: "When the restraint is general—that is, without qualification—it is bad as being unreasonable and contrary to public policy; when it is partial—that is, subject to some qualification as to time or space—then the question is whether it is reasonable, and if it is reasonable it is good in law." Applying this rule to the case in hand, he finds that the plaintiffs' trade is confined, not to all, but to a special class of chemical products, and that the area of that trade was world-wide; that the agreement, being limited as to time, was not invalid if reasonable, and he finds it was reasonable, and not more than was necessary for the protection of the plaintiffs' trade, in being unlimited as to space; but he points out that restrictions of this kind depend on the particular circumstances of each case, and that what would be a valid restriction in the case of a mercantile business of world-wide extent would be quite unreasonable for the protection of a business of a merely local character.

COPYRIGHT—COMMERCIAL DIRECTORY—HEADINGS IN DIRECTORY—ADVERTISEMENTS—INJUNCTION—MATERIALS OBTAINED BY SERVANT FOR HIS MASTER'S BUSINESS.

In *Lamb v. Evans* (1892), 3 Ch. 462, Chitty, J., granted an interim injunction to restrain the infringement of a copyright. The circumstances of this case were somewhat peculiar. The plaintiffs' book in question was called a commercial directory. It consisted of a series of advertisements, arranged under suitable headings, indicating the various trades or manufactures carried on by the advertisers. These advertisements had been procured by the defendants Evans and the plaintiffs' travellers, who were paid therefor by commission, they on their part procuring not only the advertisements, but also the necessary blocks for printing them, together with translations of the advertisements into other languages. The defendants Evans became associated with a rival company (their co-defendants), who proposed to issue a similar directory, and the Evans proposed to give to this rival company the use of advertisement blocks, etc., which they had