

ants would not carry on a similar business within a radius of fifty miles. Romer, J., who tried the action, dismissed it as against all the defendants, on the ground that the clause in restraint of trade was not authorized by the power of attorney; and as the contract could not be enforced against the absent partner, it could not properly be specifically enforced against any of the defendants. The Court of Appeal (Lindley, Lopes, and Smith, L.JJ.) took an entirely different view of the matter; and though it was argued in appeal that the stipulation as to the part of the purchase money called "deferred capital" in the contract constituted a partnership between the plaintiff and defendants which was unauthorized by the power of attorney, their lordships refused to accede to that argument, but held that it was a mode merely of ascertaining the amount and mode of payment of that part of the purchase money, and was authorized by the power of attorney; and although inclined to the opinion that the stipulation in restraint of trade was a reasonable and necessary term of sale of a going concern, and therefore authorized by the power of attorney, yet as both that and the stipulation authorizing the use of the defendants' name were stipulations introduced for the benefit of the plaintiff, it was open to him to waive them, and as he did, in fact, waive them, they afforded no ground for refusing specific performance, which was accordingly decreed, the waiver of the stipulation in restraint of trade being limited to the defendant who had acted by attorney.

COPYRIGHT—INTERNATIONAL COPYRIGHT ACT, 1886.

*Lauri v. Renaud* (1892), 3 Ch. 402, may be briefly referred to as establishing that The International Copyright Act, 1886, cannot be construed so as to revive or recreate a right which had expired before the passing of that Act. Kekewich, J., also expresses the opinion that although two or more registered owners of a copyright take as tenants in common, yet any one or more of them may maintain an action for the infringement of the entire copyright; also that a translation of a play into a foreign language, in order to be protected by the law of international copyright, need not be an absolutely literal translation; it is sufficient if it is substantially a translation.