

BRITTON, J.

NOVEMBER 5TH, 1904.

TRIAL.

CAMPBELL v. MORANG CO.

Master and Servant — Contract of Hiring — Publication of School Books by Master—Production and Adaptation by Servant—Original Work—Property and Benefit of Master—Injunction.

Action for an injunction restraining defendants from printing, publishing, selling, dealing in, or circulating certain educational books, of which plaintiff alleged that he was the author, known as "Our Home and its Surroundings" and "Our Earth as a Whole."

A. J. Russell Snow and C. B. Nasmith, for plaintiff.

J. H. Moss, for defendants.

BRITTON, J.—Plaintiff is an author and was a publisher of school and educational books, and defendants now carry on the business of publishers. . . .

Plaintiff alleges that in or about the month of April, 1900, an agreement was made between him and defendants, acting by George N. Morang, their president and managing director, that plaintiff should organize an educational department in connection with defendants' business, and that he was to be adequately remunerated therefor—the basis of such remuneration to depend largely upon the success of the undertaking—and that, in the meantime, until some definite arrangement should be come to, plaintiff was to be advanced the sum of \$15 each week.

Defendants deny that there was any such agreement, and allege that, on the contrary, plaintiff entered into the employment and service of defendants at the fixed salary of \$15 a week, with the statement by Mr. Morang that if plaintiff's services proved valuable and if he was retained, the question of increasing his salary would be considered. . . .

Plaintiff and Mr. G. N. Morang came together in April, 1900. Plaintiff says that he suggested that defendants should take up school book business, and that he, plaintiff, would shew defendants how to break up "the combine" which plaintiff alleged then existed in publishing school