

COPYRIGHT—AGREEMENT BY AUTHOR TO GIVE PUBLISHERS OFFER
OF NEXT THREE BOOKS—OPTION TO ACQUIRE INTEREST IN
COPYRIGHT—NOTICE—INJUNCTION TO RESTRAIN BREACH OF
AGREEMENT.

Macdonald v. Eyles (1921), 1 Ch. 631. The plaintiffs who were publishers entered into an agreement with the defendant Eyles whereby she agreed to give the plaintiffs an option to publish "her next three books" on royalty terms. In violation of the agreement, without giving the plaintiffs an option to publish one of her "next books," she made arrangements with her co-defendants to publish, they having notice of the agreement with the plaintiff. This action was brought to restrain both defendants from publishing the book in question, and Peterson, J., granted the injunction, he holding that the contract was not a contract of personal service, but a contract by the defendant Eyles to sell the product of her labour which could be specifically enforced by injunction.

RESTRAINT OF TRADE — AUCTIONEERS AND ESTATE AGENTS—
CLERK—CONTRACT OF SERVICE—RESTRICTIVE COVENANT.

Bowler v. Lovegrove (1921), 1 Ch. 642. This was an action to enforce a restrictive covenant, whereby the defendant, who had been a clerk in the plaintiff's employ, bound himself that after he had ceased to be in their employment he would not for the term of one year carry on or be interested in carrying on the business of an estate agent and auctioneer within the borough of Portsmouth or in the town of Gosport, the places where the plaintiffs carried on their business. The plaintiffs' business was that of auctioneers and estate agents and the defendant's duty, while in the plaintiff's employ, was to interview people and to obtain for the plaintiffs buyers or sellers, or intending lessors or lessees of house property. The plaintiffs duly terminated the defendant's employment in September, 1920, and on leaving their service the defendant at once set up business as an estate agent within the prohibited area, but he did not take out an auctioneer's licence or do business as an auctioneer—although he used the initials A.A.I., meaning Associate of the Auctioneers' Institute. Lawrence, J., who tried the action, held that the covenant in question was not void for uncertainty, but that the defendant in carrying on the