

by virtue of the contract of employment, without any written assignment; and, when so acquired, the tenure of the property depends upon the terms of the contract. The contract cannot be held to operate as a mere license, where it is to the effect that the proprietor of the book shall take the exclusive right to the contribution for the new edition, together with the right to register those contributions for the protection of the property. Under such an arrangement an inchoate right of registration passes to the proprietor of the book, and he is deemed to register it for the protection of his own property in the notes, and in trust for the author whenever that property shall be determined<sup>1</sup>. The effect of such a contract however is restricted to the particular edition or editions to which it relates. It does not confer upon the proprietor of the copyright in the book, any title, legal or equitable, to use the notes in a later edition of the annotated work, without the consent of the author of the notes<sup>2</sup>.

14. ——— literary work done in connection with official duties.—

There is authority for the doctrine that some at least of the productions which fall within the purview of the Copyright Acts cannot be registered by a person who gathered the materials at

<sup>1</sup> *Lawrence v. Dana* (1869) 4 Cliff. 1, (controversy regarding ownership of copyright between the representative of a court reporter and the editor of the reports). Clifford J. said: "Speaking of the first annotated edition, the agreement was distinct that the contributions were to be furnished without charge, and the edition of 1863 was prepared with the same explicit understanding between the parties. Although the services were gratuitous, the contributions of the complainant became the property of the proprietor of the book, as the work was done, just as effectually as they would if the complainant had been paid daily an agreed price for his labour. He gave the contributions to the proprietor for those two editions of the work, and the title to the same vested in the proprietor, as the work was done, to the extent of the gift, and the subject to the trust in favour of the donor, as necessarily implied by the terms of the arrangement. *Sweet v. Benning*, 16 C.B. 480; *Mayhew v. Maxwell*, 1 Johns. & H. 315. Delivery was made as the work was done; and the proprietor of the book needed no other muniment of title than what was acquired when the agreement was executed. . . . Arrangements of the kind, it is believed, are frequently made between the proprietors of books and editors employed to prepare notes or other improvements to successive editions; and it is not perceived that there is any legal difficulty in upholding such a contract where, as in this case, it violates the rights of no one, and is entirely consistent with the public right."

<sup>2</sup> *Lawrence v. Dana*, *ubi supra*.