

COPYRIGHT—NEWS—CUSTOM TO PIRATE—COSTS.

Walter v. Steinkopff (1892), 3 Ch. 489, is the action brought by the *Times* newspaper against the *St. James' Gazette* to restrain infringement of the plaintiff's copyright in matter published in the *Times* newspaper. The pirated matter consisted of extracts from a long article or letter on "America," by Rudyard Kipling. Of this article the defendants had published in the *St. James' Gazette* selected passages, being a *verbatim* copy of about two-fifths of the entire article. They had also published various paragraphs in substantially the same language as they appeared in the *Times*, consisting of items of an ephemeral character. The plaintiffs claimed an injunction against publishing the Rudyard Kipling articles and also four other of the paragraphs, in all of which they proved a copyright. As to the Kipling article, the plaintiffs' claim was practically undisputed; but the defendants attempted to justify their action generally on the ground of an alleged custom prevailing among journalists, which North, J., was of opinion was entitled to no more weight in a court of justice than an alleged custom to commit highway robbery on Hounslow Heath. As to the Rudyard Kipling article, he granted an injunction, but as to the other matters he refused to make any order, as they were of a mere ephemeral character, and no substantial injury had been done the plaintiffs by the defendants' publication; and though declaring that the plaintiffs had a copyright in them as well as in the Kipling article, he only granted the plaintiffs the costs of the action so far as it related to the Kipling article, because the defendants, in publishing the other matter, had only done what they had been doing for twelve years past without any complaint on the part of the plaintiffs, and the action was commenced without any previous notice to discontinue such practice.

INFANT—CONTRACT FOR SERVICE—AGREEMENT IN RESTRAINT OF TRADE.

In *Evans v. Ware* (1892), 3 Ch. 502, the question of how far an infant's contract can be enforced against him by injunction was considered by North, J. By the contract in question, an infant, in consideration of being employed as a milk-carrier, agreed not to compete in business with the plaintiff within a radius of five miles for two years after leaving. After attaining his majority he left, and commenced to violate the agreement. The learned