

defendant an exclusive license to perform the work in the provinces of the United Kingdom. Subsequently Joseph Williams granted to the plaintiffs permission to produce the opera by cinematograph with instrumental musical accompaniment. The defendant having notified the plaintiffs and published notices that such production by them was an infringement of his interest under his prior agreement, the action was brought to recover damages and restrain him from publishing such notices. The action was tried by Lush, J., who held that the defendants' license was tantamount to a partial assignment of the copyright, and that the subsequent agreement with the plaintiffs gave them no right to do anything which would amount to an infringement of the defendants' rights; and that it was clear that the plaintiffs' performance would constitute an infringement, as apart from the representation of the opera by moving pictures, they also claimed to perform the music, the exclusive right to perform which in the provinces the defendants had purchased. The action therefore failed. The learned judge found it unnecessary to determine whether the representation by moving pictures alone would have constituted an infringement.

MASTER AND SERVANT—WRONGFUL DISMISSAL—REPUDIATION OF CONTRACT—DAMAGES.

*Re Rubel Bronze & Metal Co. v. Vos* (1918) 1 K.B. 315. The defendant, in November, 1915, engaged the plaintiff as manager of their business for three years at a fixed salary and a commission upon the net profits in each year. On 2nd January, 1917, the defendants purported to "suspend" the plaintiff pending an investigation as to his efficiency; and compelled him to deliver up his keys, and a badge he held as a person engaged in munition work at a controlled establishment, as being no longer indispensable, and they appointed another person to take charge of their works in place of the plaintiff and required him to deliver up all cash belonging to them. About a week later they required the plaintiff to appear before the board, which he declined to do, claiming that the defendants had repudiated the contract, and he claimed damages for wrongful dismissal. The defendants refused to recognize such claim, and subsequently, on 29th January, formally dismissed him. The question stated by an arbitrator was whether the acts of the defendants on 2nd January, 1918, amounted to a dismissal of the plaintiff, or a repudiation by them of their contract with him, so as to entitle the plaintiff to damages as for a wrongful dismissal on that date, and McCardie, J., held that they