

with their trains and not to hold themselves out as doing a general omnibus business and (2) not to charge separate fares for intermediate journeys, and (3) as far as possible to confine their omnibus service to passengers by their trains, the Court discharged the injunction.

**COPYRIGHT—LETTER—RIGHT TO PREVENT PUBLICATION OF LETTER
—COPYRIGHT ACT, 1842 (5 & 6 VICT. c. 45), s. 3.**

In *Macmillan v. Dent* (1907) 1 Ch. 107 the Court of Appeal (Williams, Moulton and Buckley, L.JJ.), have affirmed the judgment of Kekewich, J. (1906), 1 Ch. 101 (noted ante, vol. 42, p. 262). It may be remembered that the action concerned the publication of letters of Charles Lamb and the question as to the ownership of the copyright was in question. The owners of the letters had assigned all copyright in them to the plaintiffs, Smith, Elder & Co., in 1895, and that firm had published an edition in 1898 and returned the originals to the owners. The defendant subsequently purchased the originals and took from the legal personal representative of Charles Lamb an assignment of the copyright and of all other his rights therein, but with notice of the prior assignment to Smith, Elder & Co., and was proceeding to republish the letters when the plaintiffs, Macmillan, who had become licensees of Smith, Elder & Co., brought this action to restrain publication by the defendants. Kekewich, J., granted an injunction and the Court of Appeal (Williams, Moulton and Buckley, L.JJ.), affirmed his decision. The material part of s. 3, of the Copyright Act, 1842, is as follows: "Copyright in every book which shall be published after the death of its author shall endure for the term of 42 years from the first publication thereof and shall be the property of the proprietor of the author's manuscript from which such book shall be first published, and his assigns." The principal difficulty in the case arose from the fact that by the terms of the agreement with Smith, Elder & Co., they were to return the letters after having published them. But the Court of Appeal held that the assignment was in its legal effect an assignment of the right to obtain copyright by first publication notwithstanding the publishers were not to become owners of the letters by means of which the copyright was to be obtained. And as Moulton, L.J., points out if in fact the copyright on publication by Smith, Elder & Co. vested in the owners of the letters, the agreement which they had made was sufficient to transfer it instantaneously it arose