ing and hearing the lectures there did not confer upon the persons who heard them any right to print or publish them for their own benefit, but that the sole and exclusive right of printing and publishing them belonged to the several lecturers by whom they were delivered, and that he always considered that there was an implied contract between the lecturers and the committee on the one hand, and the lecturers and the audience on the other hand, that neither the committee nor any of the audience should be at liberty to publish the lectures, or any part thereof, without the consent of the lecturers. Mr. Justice Kay could not regard the publication of the lecture in shorthand characters, the key to which might be in the hands of any person who chose to buy the paper, as being different in any material sense from any other mode of publication. And he held that where a lecture of this kind is delivered to an audience, limited and admitted by tickets, the understanding between the lecturer and the audience is, that whether the lecture has been committed to writing beforehand or not, the audience are quite at liberty to take the fullest notes they can or please for their own personal purposes, but they are not at liberty to use them afterward for the purpose of publishing the lecture for profit. The defendant consented to treat the motion for an injunction as the trial of the action, and accordingly a perpetual injunction was granted against him, any inquiry as to profits or damage being waived.

It remains only to notice the general effect of the recent decision (June 13, 1887,) of the House of Lords in *Caird* v. *Syme*. The appellant was the well-known professor of moral philosophy in the University of Glasgow, and the respondent was a bookseller and publisher in Glasgow. Professor Caird delivered certain lectures to his class in the course of the winter sessions of the university, and Mr. Syme published the substance of the lectures. The action was brought for the purpose of preventing this publication of the lectures being continued. The sheriff-substitute granted perpetual injunction as craved, and ordained the respondent to deliver up to the appellant all copies of the publications complained of remaining in his hands or within his control. By his interlocutor he found that "the said books or pamphlets are in substance reproductions, more or less correct, of the lectures in use to be delivered by the pursuer to his class of moral philosophy in the University of Glasgow," and he further found that "such lectures are the property of the pursuer, and that the defender has not shown that the pursuer has in any way lost his right of property therein, or that he has acquired from the pursuer, or in any other lawful way, a right to publish or reproduce said lectures." On an appeal to the Second Division, the cause, with minutes of debate, was ordered to be laid before all the judges of the court for their opinion. The result was that of the thirteen judges consulted a majority of nine were of opinion that the publications in question were substantially a reproduction of the professor's lectures. The Second Division however found that the pursuer's legal rights had been in no way infringed. The House of Lords reversed the judgment of the Second Division, in so far as it was adverse to Professor Caird, and restored the interlocutor of the sheriff-substitute. In effect, Professor Caird was held entitled, notwithstanding the delivery of the lectures as part of his ordinary course, to restrain the whole world of publishers from publishing the lectures without his consent, on the ground that the delivery of the lectures was no publication. It is unfortunate that Lord Fitzgerald could not see his way to concurrence in this view. In his eyes it seems that the professor's reading of the lectures was equivalent to publication to the public at large.—*London Law Times.*

NEGLIGENCE IN INVESTING TRUST FUNDS.

On August 9, judgment was given by Mr. Justice Stephen in the case of *Pretty et al.* v. *Fowke*. This was an action for negligence against a solicitor. The plaintiffs were trustees and their *cestuis que trustent*, for whom the defendant, a solicitor in Birmingham, had acted in an investment of certain of the trust moneys upon leasehold security.