The Legal News.

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Referring to the subject of copyright in lectures, the *Law Journal* says:—"The House of Lords, in the case of *Caird* v. *Syme*, has had to come to close quarters with that legacy of doubt and hesitation which Lord Eldon bequeathed to the profession in *Abernethy* v. *Hutchinson*, 3 Law J. Rep. (o.s.) Chanc. 209. Lord Eldon put the right of a lecturer to restrain the publication of a lecture partly on the ground of contract and partly on the ground of property. The theory of contract can hardly hold, because it only reaches to publication by the person who hears the lecture. The true view of the law seems to be that there is a right of property at common law in a lecture, whether reduced into writing or not, so long as the lecture is not published to the world. The delivery of Mr. Abernethy's lecture to the Students at St. Bartholomew's hospital was not a publication of this kind; neither was Professor Caird's delivery of his lecture in the University of Glasgow such a publication. This appears to be the view entertained by the Lord Chancellor and Lord Watson, and Lord Fitzgerald differs only as to the application of it, being of opinion that the delivery of the lecture in the university was a publication. On the other hand, the Scotch judges held that the publication by the defender 'did not constitute an infringement of any legal right of property or otherwise belonging to or vested in the pursuer.' We can well understand the Scotch judges being puzzled by Lord Eldon's halting periods; but we are glad to know that the law is now established on its true footing—namely, that there is a right of property in lectures."

Nichols v. *State*, before the Supreme Court, Wisconsin, March 22, 1887, was a novel example of burglarious entry. The accused concealed himself in a chest and had himself shipped in an express car, and in that way gained admission to the car, with intent to assault and rob the express messenger while the train was *en route*. The Court held this to be a breaking and entering the car, within the meaning of the statute. The Court said: "The question recurs whether the proofs show that there was a breaking in fact, within the meaning of the statute. Certainly not in the sense of picking a lock, or opening it with a key, or lifting a latch, or severing or mutilating the door, or doing violence to any portion of the car. On the contrary, the box was placed in the express car with the knowledge, and even by the assistance of those in charge of the car. But it was not a passenger car, and the plaintiff in error was in no sense a passenger. The railroad company was a common carrier of passengers as well as freight. But the express company was exclusively a common carrier of freight, that is to say, goods, wares and merchandise. As such carrier, it may have at times transported animals, birds, etc., but it may be safely assumed that it never knowingly undertook to transport men in packages or boxes for special delivery. True, the plaintiff in error contracted with the local express agent for the carriage and delivery of such box, but neither he, nor any one connected with the express car or the train, had any knowledge or expectation of a man being concealed within it. On the contrary, they each and all had the right to assume that the box contained nothing but inanimate substance—goods, wares, or merchandise of some description. The plaintiff in error knew that he had no right to enter the express car at all without the consent of those in charge. The evidence was sufficient to justify the conclusion that he unlawfully gained an entrance, without the knowledge or consent of those in charge of the car, by false pretenses, fraud, gross imposition and circumvention, with intent to commit the crime of robbery or larceny, and in doing so, if necessary, the crime of murder. This would seem to have been sufficient to constitute a constructive breaking at common law, as defined by Blackstone, thus: 'To come down a chimney is held a burglarious entry, for that is as much closed as the nature of things will permit. So also to