adequately protect his interests in the entire publication, unless he owns the copyright in the various parts, it is only reasonable to assume that the arrangement contemplated by him, as an ordinarily prudent business man, was one which would afford that protection[3].

The proprietor of an encyclopædia who employs a person to write an article for publication in that work, cannot, without the writer's consent, publish the article in a separate form, or otherwise than in the encyclopædia, unless the article was written on the terms that the copyright therein should belong to the proprietor of the encyclopædia for all purposes. This rule holds although no special agreement has been entered into with respect to the reservation of any right of publication by the plaintiff. The copyright being in the author except so far as he may have parted with it, no express reservation is necessary to constitute a right in him[4].

In the United States there is no special statutory provision concerning the copyright in articles first published in encyclopædias, magazines, and other periodicals, and the special point discussed in the English cases reviewed in this section cannot arise[5].

13. ——— notes to new editions of books previously copyrighted by the employer.—Title to the notes or other matter prepared for a new edition of a book previously copyrighted may, in certain cases, be acquired by the proprietor of a book from an employé,

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[3] See the extract from the judgment of Lindley L.J. in *Lamb* v. *Evans*, as set out in the last note.

In the same case Bowen L.J. used the following words: "From what are you to collect the terms? You may collect them from what passed between the parties—that is to say, between the plaintiff and the persons whom he employed; but you may also collect them from the nature of the business itself, and it seems to me to be impossible, as a matter of business, to suppose that these headings were composed and furnished to the plaintiff upon other terms than that he was to have the copyright in them, because otherwise those who composed them, having furnished them to the plaintiff, might themselves have published them and defeated his object."

See also the remarks of Lord Davey and Lord Halsbury, as quoted in the preceding note.

Compare also the ratio decidendi in *Hatton* v. *Kean*, § 10, note 2, ante.

[4] *Bishop of Hereford* v. *Griffin* (1848) 16 Sim. 190 (197).

[5] See Drone, Copyright, p. 259.