

ship. On the construction of the charter party in this case their lordships are of opinion that the owners were to be responsible for the navigation of the ship.

**COPYRIGHT**—NEWSPAPER REPORT OF SPEECH—COPYRIGHT ACT 1842 (5 & 6 VICT., c. 45) SS. 2, 3, 18.

In *Walter v. Lane* (1900) A.C. 539, the House of Lords (Lord Halsbury, L.C., and Lords Davey, James, Brampton, and Robertson) have overruled the Court of Appeal's decision (1899) 2 Ch. 749 (noted ante, vol. 36, p. 93), Lord Robertson dissenting. The question in controversy being whether a newspaper report of a public speech could be the subject of a copyright under the Copyright Act 1842 (5 & 6 Vict., c. 45). The Court of Appeal negatived the claim, but the Lords have held that such a report may be the subject of a copyright, and have restored the judgment of North J., restraining infringement of the copyright and made the injunction perpetual. As Lord Brampton puts it, the oral speech is not a "book" or the subject of copyright; it only becomes a "book" when the report is made, and the book is the subject of copyright. Lord Robertson's dissent was based on the ground that an accurate reporter of a speech cannot be deemed its author within the meaning of the Copyright Act.

**PRINCIPAL AND AGENT**—AUTHORITY OF AGENT—CONSIDERATION MONEY FROM AGENT—DISHONOUR OF CHEQUE—SPECIAL DAMAGE.

*Fleming v. Bank of New Zealand* (1900) A.C. 577. This was an action to recover damages against the defendants for dishonouring the plaintiff's cheque. By an agreement made with the plaintiff's agent the defendants agreed to honour the cheque in question, in consideration of a store warrant being deposited with them, in lieu of the cash which the plaintiff had instructed his agent to pay to the credit of the plaintiff's account. The store warrant belonged to the plaintiff, and was pledged to the agent, and was deposited by the agent and accepted by the Bank with full knowledge of the circumstances. The Bank contended that the deposit of the store warrant in lieu of cash was beyond the authority of the agent, and there was, therefore, no consideration for the defendants' promise. The jury at the trial found that the agent had no authority to substitute the warrant for cash, and the