1770, between *The Trustees of Mr Thomas Ruddiman his Widow* and *John Robertson, printer*,—for printing Mr Ruddiman's Rudiments. The cause was taken to report. Informations were printed, but it was made up, and went off without advising. The informations are dated Winter 1771.

1775. *June* . DODSLEY *against* MACFARQUHAR, &c.

ANOTHER question occurred, *anno* 1775, with respect to Lord Chesterfield's Letters, to which Mr Dodsley,—as assignee of Mrs Eugenia Stanhope, widow and executrix of Philip Stanhope, Esq., to whom the Letters were written,—pretended right, not at common law, but in virtue of the statute the 8th of Queen Anne; having, as he alleged, complied with the directions of that statute. And an edition of these Letters having been printed by Colin Macfarquhar, Charles Elliot, and Others, at Edinburgh,—Dodsley presented a bill of suspension, founded on the conveyance from Mrs Stanhope, an acquiescence therein by Lord Chesterfield's executors, and the Act of Queen Anne; and craved an interdict against printing, publishing, or vending them, in opposition to the statute. The Ordinary on the Bills, *first*, after advising with the Lords, granted interdict from time to time, until the bill was advised. Afterwards the bill was passed of consent, and, when discussed, the Lords pronounced this interlocutor:—

June 1775, "On report of the Lord Gardenstone, &c., the Lords continue the interdict formerly pronounced against the chargers, Messrs Macfarquhar, &c., prohibiting them from printing, selling, or vending the book entitled, 'Letters,' &c., whether the said book is imported from Ireland, or printed in Scotland, and declare that the said interdict shall continue during the term of years fixed and ascertained by the statute, the 8th of Queen Anne, and decerns."

Pleaded, for Macfarquhar, &c., *first*, The exclusive right given to authors by the 8th of Queen Anne, is personal, and does not descend to their heirs or executors.

Secondly, It does not extend to works which the authors did not intend to publish; which was the case of those Letters.

Thirdly, That, in letters of correspondence, the property is not in the person to whom they are written, but remains with the writer. And that the deed in this case, by Lord Chesterfield's executors, was a mere waving of the objection, not a conveyance.

Fourthly, That the work was not regularly entered in Stationers' Hall.

The Lords were of opinion that there was no foundation for the last allegeance, and the three first defences were over-ruled

See Donaldson's Advertiser, *20th July* 1779, *Rev. Mr Mason* against *Murray, bookseller*, for printing, in a new edition of Gray's Poems, three small pieces of Mason's, amounting to fifty-three lines. Found that Mason had proved his property in these fifty-three lines; so defender restricted in future from printing them, and decreed to pay £3, in lieu of all costs and damages, by Chancellor Thurlowe.