Alexander Donaldſon, *and* John Donaldſon, *Bookſellers*, - - - - - - } Appellants.

Thomas Becket, Peter Abraham de Hondt, John Rivington, William Johnſon, William Strahan, Thomas Longman, William Richardſon, John Richardſon, Thomas Lowndes, Thomas Caſlon, George Kearſley, Henry Baldwin, William Owen, Thomas Davies, and Thomas Cadell, *Printers and Bookſellers*, } Reſpondents.

CASE of the Appellants.

ON the 21ſt of January, 1771, the Reſpondents filed their Bill in the High Court of Chancery, and, among other Things, charged, that one JAMES THOMPSON was the Author of a Tragedy, called SOPHONISBA, and of a Poem entitled SPRING. — Bill filed Jan. 21ſt, 1771. James Thompſon, Author of the Book in Queſtion.

And that, on or about the 16th Day of January, 1729, He, the ſaid JAMES THOMPSON, by *Indenture*, bargained and ſold *true Copies* of the ſaid Works to one ANDREW MILLAR, together with the ſole and excluſive Right of Printing the ſame, for the Sum of £137:10. — 16th Jan. 1729, he ſold to Millar the Poem called Spring

That the ſaid JAMES THOMPSON was alſo the Author of other Poems, entitled SUMMER, AUTUMN, WINTER, BRITANNIA, a Poem ſacred to the Memory of Sir ISAAC NEWTON, a Hymn on the Succeſſion of the SEASONS, and an Eſſay on DESCRIPTIVE POETRY. — James Thompſon, Author of 3 Poems and Hymn.

And that on the 28th Day of July, 1729, He, the ſaid JAMES THOMPSON, bargained and ſold the ſeveral Copies of the laſt-mentioned Poems to one JOHN MILLAN, together with the ſole Right of Printing the ſame for £105. — 28th July, 1729, ſold ſame to John Millan.

The Reſpondents further charged, that, by Indenture, bearing Date the 16th of June, 1738, JOHN MILLAN ſold to ANDREW MILLAR the Copies of the laſt-mentioned Poems, and the Right and *Property* of Printing, Publiſhing, and Vending the ſame, for the Sum of £105. — 16th June, 1738, John Millan ſells the laſt Poems to A. Millar.

That ANDREW MILLAR departed this Life in June, 1768, leaving JANE MILLAR (now JANE GRANT) WILLIAM MILLAR, and the Plaintiffs, THOMAS LONOMAN and THOMAS CADELL, his Executors. — June, 1768, Millar died.

That on the 13th of June, 1769, the ſeveral Copies above-mentioned, with the ſole Right of Printing and Publiſhing the ſame, were ſold at the *Queen's-Arms Tavern*, in *St. Paul's Church-Yard*, and that the Plaintiffs, in certain Proportions, were the Purchaſers at and for the Sum of £505. — 13th June, 1769, Millar's Repreſentatives ſold by Auction to the Reſpondents.

The Reſpondents then proceeded to charge, that the Appellants, notwithſtanding the Premiſes, and without the Licence and Conſent of the Reſpondents, publiſhed and ſold ſeveral Copies of the above-mentioned Poems, called THE SEASONS, and the ſaid HYMN on the Succeſſion of the Seaſons, each Copy being bound up in a ſingle Volume, and entitled, The SEASONS, by *James Thompſon*; *Edinburgh*, printed by *A. Donaldſon*, 1768, thereby deriving to themſelves great Gain, to the Detriment of the Reſpondents, who claimed to themſelves the whole Profit ariſing from the Publication and Sale of the ſame. — Charge that Appellants ſold without Licence from the Reſpondents.

And the Reſpondents further charged, that the Appellants had not at any Time purchaſed from the ſaid JAMES THOMPSON the Right of printing and publiſhing the ſaid Poems; but inſiſted, notwithſtanding, upon the Liberty of ſelling the ſame, without accounting to the Reſpondents for the Price thereof. — Charge that Appellants refuſed to render an Account.

The Reſpondents, therefore, prayed that the Appellants might come to an Account with the Reſpondents for all the Money by them received by Sale of the Poems, and pay the ſame to the Reſpondents, and ſhould for the Future be reſtrained, by an Injunction, from publiſhing and vending any Copies of the ſaid Poems, called the SEASONS, and the HYMN. — Prayer of the Bill.

To this BILL, the Appellants put in their Anſwer, ſworn the 16th of *July*, 1771, and thereby admitted, that the ſaid THOMPSON was the Author of the Poems, called the SEASONS, and the HYMN: But, foraſmuch as Twenty-eight Years (the longeſt Period allowed by the Statute of Queen *Anne* for the Monopoly of any new Work) had elapſed ſince the firſt Publication, and before the Appellants had printed or ſold the ſame, they denied (and think themſelves ſtill warranted to deny) that the Reſpondents had, or could then have the ſole Privilege of printing and uttering the SEASONS and the HYMN: And they admit the Publication and Sale of the ſaid Poems, as charged by the Bill. — The Anſwer of the Appellants. 28 Years Monopoly by 8th Anne, c. 10, had elapſed. Deny excluſive Right claimed by Reſpondents.

They admit alſo the Death of ANDREW MILLAR, and the Purchaſe made by the Reſpondents at the *Queen's-Arms Tavern*. — Appellants admit Publication of the Poems, Death of Millar, and the Charges in the Bill

On the Part of the Reſpondents ſeveral Witneſſes were examined, and the ſaid JOHN MILLAN depoſed, that THOMPSON was the Author of the ſecond Parcel of Poems in the Bill mentioned, and wrote great Part of the ſame at his Houſe. That they were afterwards aſſigned to him by THOMPSON, and that he conveyed all his Right therein to ANDREW MILLAR.

Upon this State of the Caſe, it is obſervable that the Reſpondents derive a Title through Executors, *eo Nomine*; and not by Means of any ſpecific Deviſe to them. From this it is conjectured, that they mean to claim ſome *Chattle* or other, and to complain of a Wrong done to that Species of Property.

Of Chattles it is certain, that they all go abſolutely to Executors, together with all the Rights, which can exiſt in them. The Caſe is the ſame of Rights purely incorporeal, which lie *only in Action*, and are independent of any Subject real or perſonal, if they are for Terms of Years, as an Annuity, a Franchiſe, or a Privilege, (ſuch as Monopolies, &c.) for a limited Time. But it is conceived, that a perpetual Annuity, Franchiſe, or Privilege, muſt be a Fee Simple, and deſcend to Heirs. If this be ſo, the main Difficulty will then conſiſt in aſcertaining the Chattle claimed by the Reſpondents, and how and in what Manner the Wrong complained of applies to it.

Vide Burrow, fol. 9, 10, 126. The Bill was penned with extreme Caution by the Reſpondents, ſolicitous, as it ſhould ſeem, to avoid entangling themſelves in a Variety of Circumſtances, which yet make Part of the SPECIAL VERDICT in the Cauſe of MILLAR and TAYLOR; and, in the Report of Sir *James Burrow*, are ſtated to be highly material, although in ſupport of that Opinion no Reaſon is alledged. It may, therefore, be inferred, that the preſent Attempt is an Experiment to try how far the Doctrines of that Caſe may be extended beyond the Caſe itſelf. What was done with the Poems in Queſtion, between the Time of their being firſt written and the 16th of January, or the 28th of July, 1729, (when the Copies were ſold) does not appear in any Part of theſe Proceedings. The Reſpondents have not thought fit, in Support of their Claim, to alledge that the Author had neither publiſhed, ſold, nor given *true Copies* of them, to other Perſons before thoſe particular Days; indeed, ſuch an Allegation could not have been made with Truth, becauſe it is notorious that they were publiſhed at ſeparate and diſtinct Times, as they happened to be written. The Seaſons, in particular, were found by the ſpecial Verdict, in the Cauſe of *Millar* and *Taylor*, to have been publiſhed in the Year 1727, at *ſeveral Times* between the Beginning of the Year 1727, and the End of the Year 1729, and of Courſe many *true Copies* of them were ſold to various Perſons, before the Purchaſes by *Andrew Millar* and *John Millan* ſuppoſed by the Bill. But it is immaterial to the preſent Claim, in what Manner, or with what View the Author publiſhed originally, ſince if any Property adhered to him, after and notwithſtanding the firſt Publication, the ſame, without any Manner of Doubt, was diſpoſable by him at his pleaſure.

Vide ſpecial Verdict in Millar and Taylor Burrow *fol.* 5. Upon the ſame Principle, the Reſpondents have induſtriouſly declined to charge, *that the ſaid James Thompſon was a natural born Subject, or reſident in that Part of Great Britain, called England*; or that the Poems in Queſtion *were firſt printed and publiſhed in the City of London, the ſame having never before been publiſhed elſewhere*; meaning, apparently, to inſiſt that the Right which they claim, being derived from *Property*, cannot depend for its Exiſtence on ſuch Accidents: And that, therefore, this Caſe has to do with that
Vide Burrow fol. 9. of Foreign Books, *which do not*, in their Apprehenſion, *ſtand on a different Footing from Copies printed and publiſhed in the City of London.*

Spec. Verdict fol. 8. The Reſpondents have, for the above mentioned Reaſons, declined to charge (if the Truth be ſo) that the Work now in Queſtion *was upon the ſaid Purchaſes of the ſeveral Parts thereof, by the ſaid* ANDREW MILLAR *and* JOHN MILLAN, *reſpectively, and before the Publication thereof, duly entered in the Regiſter of the Company of Stationers of the City of London, as the whole and ſole Property of the ſaid Andrew Millar and John Millan*; to avoid the Appearance of Recourſe to a STATUTE, made in their Favour, but now under the ill-luck of being thought an Impediment. The Reſpondents, by the Omiſſion of the above Circumſtances, intend, no doubt, for Reaſons ſufficiently obvious, (if the Foundation of their Argument were ſound) that the *Species of Right*, to which they ſet up their Claim, is not liable to a *Suppoſition* that *the Author has re-*
Vide Burrow fol. 10. *linquiſhed the Copy, and conſequently given a general Licence to print.*

Burrow, ibidem. They deny that *many of the beſt Books fall under that Deſcription, and that a very little Evidence might be ſufficient, after the Author's Death, to imply ſuch a tacit Conſent; as if the Book had not been* ENTERED *before Publication that it would be a Circumſtance to be ſubmitted to a Jury, "That the Copy was intended to be left open."* In Fact, Mr. Thompſon, their Author, died in 1748, and they diſregard the Reſt of the Inference. Beſides, if they had admitted the Circumſtance above ſtated to be material to *themſelves*, it would have been equally ſo to the *Author*, who likewiſe omitted to enter his Poems in the Stationers' Regiſter.

Vide ſpecial Verdict fol. 5. For the ſame Reaſon, they have not pretended, *that, from the Time of the ſaid Two ſeveral Purchaſes,* ANDREW MILLAR *and* JOHN MILLAN, *and the Executors of the former, and their Aſſigns, have printed and ſold the ſaid Works as their Property, and now have, and conſtantly have had a ſufficient Number of Books expoſed to Sale at a reaſonable Price.* To their unbounded Claim of *Property*, it is certainly repugnant, that the Owner ſhould be obliged to part with it at any Price, but that which he ſets himſelf. Nor will they admit, *that their Relief*
Burrow, fol. 10. *may be rebutted by ſhewing that they mean to inhance the Price; which is againſt Law.* There is certainly no Law againſt it. The Statutes of 1ſt *Richard the Third*, and 25th *Henry the Eighth*, relate to the Importation of Books from Foreign Parts, and extend no Care to *Property* or *Privilege*: And the Price of Books has nothing to do with *Ingroſſing*, *Foreſtalling*, *Regrating*, or any other Offences againſt the Police of a public Market.

Special Verdict fol. 5. The Reſpondents have likewiſe forborne to charge, that, *before the Reign of Queen Anne, it was uſual to purchaſe from Authors the perpetual Copy-right of their Books, and to aſſign the ſame from Hand to Hand for valuable Conſiderations, and to make the ſame ſubject to Family Settlements for the Proviſion of Wives and Children*: perhaps as judging, that if ſuch a Property had *always exiſted* at Common Law, the Purpoſes to which it hath been applied, would be perfectly immaterial, and, if it *did not exiſt*, the Application of it to Family Intereſts would not be a ſufficient Ground, to build up a *new and unheard-of Property*; perhaps conceiving, that *what was done among others* would not be received as Evidence in the Court of Chancery; perhaps

convinced,

convinced that no ſuch Uſage could be proved, or that ſuch Uſage, if ſtated in all its Circumſtances, would be ſeen advantageous to Bookſellers only, and not to Authors, and upon the Whole might turn out juſt ſo much of nothing to their Purpoſe.

They have likewiſe avoided to charge any ſuppoſed BYE-LAWS of the Stationers Company, perhaps aware, that ſuch BYE-LAWS would imply a ſpecial Right *created* by themſelves, and extending only to their own Members; perhaps, conſidering that the Appellants (not being Members of that Company) would not be affected by ſuch BYE-LAWS, even to the extent of making them competent Evidence: Perhaps, apprehending that ſuch BYE-LAWS would throw a Light upon the imaginary Uſage above-mentioned, and by revealing the *Origin, Nature and Extent of the Property* contended for, point the Force of it againſt their own Argument. Burrow, fol. 5, 6, 7.

The Queſtion, therefore, before the Court of Chancery, ſtood in this ſimple Form: Whether the Author, having ſold and delivered, for a competent Price, ONE or FIVE HUNDRED TRUE COPIES of his Work, retains in each of the Copies ſo ſold and delivered (by the true Conſtruction of ſuch Contract) the *mere and abſolute Dominion* and Property, conveying to the *Vendee* no more than a ſpecial and limited Uſe thereof; or *è converſo*, whether ſuch *Vendee*, or rather *Bailleé*, acquires (by the true Conſtruction of the Contract of Sale and Delivery) no abſolute Property to *himſelf*, but only a Right of uſing, to a certain Extent, the Property of *another*?

If this Propoſition be maintainable by the Reſpondents, the Conſequence inſiſted upon is, that in reſpect of the Property ſo retained, the mere and abſolute Owner, viz. THE PERSON WHO HAS SOLD, may maintain an Action for the excluſive Uſe of it by the *Bailleé*, viz. the BUYER.

To avoid the difficulty of making out the whole of this Idea, ſome have taken Part of it, and they divide it thus.

Every Book, they ſay, conſiſts of Two diſtinct Parts, the material Part, namely, the Paper, Print, and Binding, which is a Manufacture; and the immaterial Part, namely, the Doctrine contained in it, which is the Facture of the Mind. The Property in the material Part paſſes according to the Law in all other Caſes; but the Property in the immaterial Part remains to the Author, which is about as intelligible, as if one ſhould ſtate JOHN to be the Owner of the CARCASE and LIMBS of the Horſe, and THOMAS the Owner of his Colour, his Shape, Speed and Mettle.

This ſeems to have led to an elaborate Diſcuſſion of the Principles of Property; whether it could exiſt in an Idea for want of Subſtance, Phyſical Locality, diſtinguiſhing Marks, and many other Enquiries of the ſame Abſtract Nature. A mere *ſcio-machia*, wherein, by no uncommon Accident, the Abſurdity of the Poſition made a ſerious Anſwer ſeem ridiculous.

Some have ſtated the *Property* to exiſt in the Profits of the Sale, which (as they aſſume for the Purpoſe) belong to the original Author. But this is only ſubſtituting another, and as it ſeems, a leſs proper Phraſe in the place of the Word MONOPOLY, which, to uſe the Words of *Brook*, is *Property not properly known*. The Privilege, however, of Monopoly is an Intereſt or Eſtate well known to the Law. It only remains to ſhew what Title the Author has to it.

Some have contented themſelves with declaiming upon the *Moral Fitneſs*, the *Reaſonableneſs*, the *Juſtice*, and *Public Convenience* of putting into the Hands of an AUTHOR the Means of raiſing upon the World, for his own Profit, the utmoſt Sum of Money for the Uſe of his Book, and this can only be done by giving him a MONOPOLY. Now, if the Truth of all this were admiſſible and clear, it would prove, *at moſt*, that it OUGHT *to be* done, NOT that it *has been* done; and that thoſe, who alone *can* do it, ought to conſider and pronounce upon it. But, in fact, *they* have conſidered of it, and pronounced upon it otherwiſe.

Some contend, that ſuch a Monopoly is already eſtabliſhed by Law, and appeal to Uſage for the Proof of it: But the Uſage adduced is incompetent, for want of Time beyond Memory, and, in Truth, does not exiſt, as appears abundantly by the Inſtances produced to prove it.

Some draw their Proof of the Common Law from the INJUNCTIONS granted by the Court of Chancery, admitting (or rather inſiſting) that ſuch INJUNCTIONS ought to be granted, ONLY, where the Common Law is known and clear; admitting alſo, that the Caſe is NEW to the Common Law, and was therefore properly ſent thither by the Court of Chancery. After which, it will not be wonderful if Injunctions, granted in a COURT of EQUITY, ſhould not be thought an *indiſputable Proof* of the Common Law.

On the 16th of November 1772, the Cauſe came on to be heard in the High Court of Chancery, when the Court was pleaſed to decree, that the Injunction, which had been granted, *pendente Lite*, to reſtrain the Appellants from publiſhing any more Copy or Copies of the ſeveral Poems or Hymn, or any of them, ſhould be made perpetual, "and that it be referred to a Maſter in Chancery to take an Account "of what had been received by the Appellants, or either of them, or by any other Perſon, by their or "either of their Order, or for their or either of their Uſe, by, from, or on Account of publiſhing and "Selling of the Poems in the Pleadings mentioned, and that the Appellants ſhould pay to the Reſpondents "what ſhould be found due from them on the Ballance of the ſaid Account, and reſerve the Conſideration of Coſts until after the Maſter ſhould have made his Report." 16th Nov. 1772. Decree.

The Appellants, apprehending themſelves to be aggrieved by this Decree, have appealed from it, and humbly hope that it will be reverſed, for the following, among other

REASONS.

REASONS.

I. The Object contended for by the Reſpondents, is of ſo abſtruſe and chimerical a Nature, that it is hardly capable of being defined. It is ſometimes called PROPERTY, and for the Sake of Diſtinction, LITERARY PROPERTY. The Word PROPERTY has various Significations. In a Philoſophical Senſe, the Qualities, inherent in any Subject or Thing, are called its PROPERTIES. In a Civil Senſe, PROPERTY is CORPOREAL or INCORPOREAL. CORPOREAL PROPERTY is the actual Poſſeſſion of ſome Subſtance, with the Power of enjoying and diſpoſing of it. The Object now contended for is not CORPOREAL PROPERTY. INCORPOREAL PROPERTY is of two Sorts; Firſt, it is a Right relating to ſome Subſtance, as a Right to take the Profits of Land, without having the Poſſeſſion of the Land, or a Title to it. 2dly, It is a right to exerciſe ſome Faculty, or to do ſome particular Thing for Profit. The perception of the Profits, is a taking of ſome Subſtance, or CORPOREAL PROPERTY; and hence the *incorporeal Right* is metaphorically called PROPERTY. The Word, thus uſed, becomes equivocal, importing alternately the *Right* and the Profits reſulting from the *Right*. In like manner *Land* and the *Right* to it, are both called PROPERTY. If the Object of the Reſpondents be an *incorporeal Right*, it is a mere Right to do ſome particular Thing for Profit. The Thing to be done is the *multiplying of Copies of Books*. The SOLE RIGHT of *multiplying Copies*, is a *ſole Right* to exerciſe a *natural Faculty*, and this, it is obvious, is an EXTRAORDINARY PRIVILEGE. A ſole Right to take the Profits ariſing from the Exerciſe of a *natural Faculty*, is a MONOPOLY in itſelf very extraordinary. This PRIVILEGE and this MONOPOLY, the Reſpondents chuſe to call their *Property*, and they are to maintain their Title to it at *Common Law*. But by that Law, it is ſubmitted, on the Part of the Appellants, that the PRIVILEGE and MONOPOLY never did, and never can exiſt.

II. A Right at Common Law muſt be founded upon Principles of CONSCIENCE and NATURAL JUSTICE. CONSCIENCE and NATURAL JUSTICE are not Local or Municipal. NATURAL JUSTICE is the ſame at *Athens*, at *Rome*, in *France*, *Spain*, and *Italy*. Copies of Books have exiſted in all Ages, and they have been multiplied; and yet an *excluſive Privilege*, or the *ſole Right* of ONE MAN to multiply Copies, was never dictated by NATURAL JUSTICE in any Age or Country, and of Courſe the *ſole Liberty of vending Copies* could not exiſt of *common Right*, which gives an equal Benefit to all.

III. An EXCLUSIVE PRIVILEGE to exerciſe a *natural Faculty* is an Encroachment upon the Rights of Man. A NATURAL FACULTY differs from the Execution of an OFFICE. An OFFICE is the Work of civil Policy, and being of *poſitive Inſtitution*, may be granted to ONE, without Injury to the reſt: But when that, which of *common Right* ſhould be Free to all, becomes confined to any ONE MAN, or any BODY OF MEN, the reſt of the Community ſuffer an Abridgement of their natural Liberty. But ſuch a Reſtraint of the LIBERTY of MANY, for the Sake of ONE, was never eſtabliſhed by NATURAL JUSTICE. If it ever has exiſted, it has been the *Creature* of the CIVIL MAGISTRATE upon Principles of Policy; but the Reſpondents diſclaim the Aid of the LEGISLATURE upon the preſent Queſtion, and derive their Claim from the COMMON LAW.

IV. The Common Law has ever regarded *Public Utility*, the MOTHER of *Juſtice* and of *Equity*. *Public Utility* requires that the Productions of the Mind ſhould be diffuſed as wide as poſſible, and therefore the *Common Law* could not, upon any Principles conſiſtent with itſelf, abridge the Right of multiplying Copies. When the *Common Law* took Root in this Kingdom, Literary Compoſition ſtood, in regard to the manner of making it Public, upon the ſame Footing as in *Greece* or *Rome*. WRITING was, in thoſe States, the *only Method* of multiplying Copies. To tranſcribe or copy out a Book was the Right of every Individual; there was no other Way of propagating Knowledge: Of a perpetual Right in ONE MAN to write out Books or to make Copies, there is not a ſingle Trace in any Author that has come down from Antiquity. ATTICUS retained a Number of Slaves trained up to Writing, and it appears in TULLY's Epiſtles, that ATTICUS tranſcribed, not only for his own Uſe, but to ſell again to CICERO.

In like Manner the natural Liberty of tranſcribing Books was never checked by the Common Law. From AMES, and other Compilers of the Hiſtory of Letters, we learn, that, from the ſlow Progreſs of *tranſcribing*, Books were held up at an enormous Price. *Livy* was ſold for 120 Crowns of Gold for each Book, and a French Romance, called "*Le Romans de la Roſe*," was ſold for 33l. 6s. 6d. The Common Law could not with Juſtice uphold a Price ſo prejudicial to the Cauſe of Learning. Accordingly He, who poſſeſſed a BRACTON or a CHAUCER, had an undoubted Right to make as many *true Copies* as He pleaſed. A MONOPOLY would have been pernicious, and Learning, in Conſequence, muſt have gone to Ruin.

V. The *Common Law* is IMMEMORIAL USAGE. If, therefore, THERE WAS A TIME, when the PRIVILEGE and MONOPOLY, now contended for, could not, and in Fact did not exiſt at *Common Law*, they never can exiſt by *that Law*. But SUCH A TIME has been, namely, from the Beginning of our Hiſtory down to the GREAT ÆRA of Printing; and Printing (which is *only* a more expeditious Method of multiplying Copies) it is contended, could not change the Principles of Right and Wrong, or innovate the Law.

Printing

Printing was invented at Mentz in Germany, Anno 1458.

In 1471 CAXTON, a Mercer, of London, brought the Art into this Kingdom. In Acts of Parliament it is called a *Trade*, or *Manufacture of the Kingdom*. To exerciſe the Art was the Right of the Subject; in this Light the firſt Printers conſidered it. CHAUCER's Works were printed by CAXTON 1498, when the Author had long been dead. Another Edition of Chaucer was ſoon given by Thomas Godfrey. Littleton's Tenures were printed 1481, by John Lettou, and in a ſhort Period, by Richard Pinſon 1526, by Thomas Berthelet 1530, by William Raſtall 1534, by Robert Redman 1540. Pinſon, indeed, ſays, in the Wit of that Age, that Redman ſhould be called *Rudeman, quia Hominum Rudiorem vix Invenias*. He abuſes *Redman's* Edition, but not a Word about an Invaſion of Property.

Objection. It is ſaid, on the Part of the Reſpondents, that the Name "*Copy of a Book*," has been a Term *for Ages*, to ſignify the *ſole Right* of *Printing*, *Publiſhing*, and *Selling*, and that this *Species of Property* has exiſted in *Uſage* as long *as the Name*.

Anſwer. It is admitted on the Part of the Reſpondents, that there is no Bye-Law or Ordinance relative to Copies till after the Year 1640. The Uſage, whatever it be, is therefore not immemorial.

Objection. From the Erection of the Stationers Company, *Copies* were entered as *Property*, and *Pirating* was puniſhed.

Anſwer. The Common Law, according to this, begins with the Stationers Company.
The firſt Charter was 1556, 3d and 4th Phil. and M. The Grant was founded on Principles of Bigotry, to *prevent*, as it recites, *the Renewal of great and deteſtable Hereſies*. The New Members of the Company (in Number 97) were made *Literary Conſtables* to ſearch for Books, &c. and, though the Crown had no Right over the Trade of Printing, it was ordered, "*That no Man ſhall exerciſe the Myſtery of Printing, unleſs He be of the Stationers Company, or have a Licence.*"
To this Company ſo conſtituted, and thus armed with a GENERAL WARRANT, we are referred for Evidence of the *Common Law*.

Objection. Anno 1558, the Charter was confirmed in the 1ſt of Elizabeth. In *that Year* there are *Entries of Copies* to particular Perſons, and down from that Time.

Anſwer. Patent Rights began ſoon after the firſt Introduction of Printing. FROISSART's *Chronicles of England, France, and Spain* were publiſhed, *cum Privilegio a Rege indulto*, by RICHARD PINSON, 1525. From that Time the Patents "*ad ſolum imprimendum*" were innumerable. Men, who had ſuch Rights, might enter their Books as *Property* in the Stationers Regiſter. But neither the *Patent*, nor the *Entry*, can be now received as Evidence of a *Common Law Right*. The Charter embraced all the Printers in England: The New Company had the *ſole Privilege* of printing, and they agreed to divide the Spoil among themſelves; but AUTHORS *were not Parties* to the Agreement.

Objection. The Stationers Company was empowered to make Bye-Laws.

Anſwer. They were; and thoſe BYE-LAWS might create a *relative Right* among the Members of the Company.
In 1681, a BYE-LAW declares, that where a Book was entered to any Member, ſuch Perſon, *by antient Uſage of the Company*, has been *reputed* and *taken* to be the PROPRIETOR. By *antient Uſage of the Realm* had been more conducive to the Point. But it was not competent to the Stationers Company to make Laws for the reſt of the Kingdom; and, if it had, it would NOT be *Common Law*.

Objection. The Decrees of the STAR-CHAMBER have been cited as ſtrong Authorities in Support of the Bye-Laws and Cuſtoms of the Stationers Company.

Anſwer. The STAR-CHAMBER was a *Criminal Court*, and had not conſtitutional Authority to determine *civil Rights*. That Court has been long ſince aboliſhed, without Regret, and it is the Happineſs of the Subject, that the *Common Law* has flowed through *purer Channels*.

Objection. It has been ſaid, that a STAR-CHAMBER *Decree*, 1637, expreſsly ſuppoſes a *Copy-Right* to exiſt, OTHERWISE than by *Patent*, *Order*, or *Entry*; which could only be by *Common Law*.

Anſwer. The relative Rights of the Company were ſupported *per fas et nefas*, in thoſe Times of high Prerogative: *Licences* from the ARCHBISHOP OF CANTERBURY were frequent, and ſuch LICENCES, it is ſubmitted, were neither PATENT, ORDER, or ENTRY. And, moreover, a *Common Law Right* is never *expreſsly* mentioned in any *Ordinance*, *Proclamation*, or *Bye-Law*. It is often called the *Right*, *Privilege*, *Authority*, or *Allowance* SOLELY TO PRINT. Had the STAR-CHAMBER, and the HIGH COMMISSION COURT, expreſsly ſtated a *Common Law Right*, it could not be received as an Authority in Point; and it is ſubmitted, that a *Common Law Uſage* cannot ariſe by *mere Implication* from *dark Hints* of the STAR-CHAMBER.
The ſame Argument applies to *Acts* of the PRIVY-COUNCIL, to *Edicts*, *Proclamations*, the *Ordinance* of the TWO HOUSES in 1642, and all the *Ordinances* during the Uſurpation. This whole Body of Precedents forms the Hiſtory of *Deſpotiſm*, NOT of the *Common Law*. The moſt that can be ſaid in their Favour is, that they ſupported an Uſage firſt ſet on Foot by *Acts of State*, by *Patents*, *Bye-Laws*, &c.

Objection.

Objection. It has been ſaid, that in thoſe Times *Copies* were protected by a much ſpeedier and more effectual Remedy than *Actions at Law*, or *Bills in Equity*.

Anſwer. One ſucceſsful *Action at Law* would have been a better Proof of the Right, than a thouſand Inſtances of *Arbitrary Power*.

Objection. The LICENSING ACT has been called in Aid by the Reſpondents, and they obſerve, that the Printing of any Book WITHOUT CONSENT of the OWNER is forbid by that Act.

Anſwer. The OWNERSHIP was created by *Patent*, *Order*, *Bye-Laws* of the Stationers, &c. and if that Act recognized a *Right ſo created*, it was an ACT OF THE LEGISLATURE; but the Act, with all the other Encroachments upon Liberty, has long ſince gone to Reſt, to revive no more.

Objection. It has been ſaid, that ſoon *after the Expiration* of the LICENSING ACT, 9th May, 1679, 31 Car. II. there was a Caſe, as appears by LILLIE'S ENTRIES, fol. 67, Hilary Term, 31 Car. II. *Ponder* and *Bradyll*, for printing 4000 Copies of the *Pilgrim's Progreſs*, whereof the Plaintiff was *Proprietor*.

Anſwer. It is a *Declaration*, ONLY, in the Book of a *Special Pleader*, and if the Defendant printed and expoſed to Sale FOUR THOUSAND BOOKS, he was left in Poſſeſſion of them.

Objection. The Reſpondents, as if conſcious that the Ground of Bye-Laws of the Stationers, Ordinances, &c. is not tenable, reſort to a *Court of Equity*, and rely much upon the Injunctions that have iſſued out of the *Court of Chancery*.

Anſwer. The Injunctions of CHANCERY may be all drawn into a narrow Compaſs, and it will be ſeen, that they do not apply to the Point in Queſtion.

I. *Injunctions before the 8th of Anne, c. 10.*

15th Nov. 1681. Stationers againſt Lee, for printing Pſalters and Almanacs.
17th Nov. 1681. Stationers againſt Wright, for publiſhing Almanacs.
9th and 22d Feb. 1709. Stationers againſt Partridge, for ſelling Almanacs.
All theſe are Prerogative Rights.

II. *Injunctions upon the Right given by the Statute of Queen Anne.*

9th Nov. 1722. Knaplock againſt Curl, for printing Prideaux's Directions to Church Wardens.
11th Dec. 1722. Tonſon againſt Clifton, for Sir Richard Steele's Conſcious Lovers.
19th and 23d May, 1729. Gulliver againſt Watſon, for printing Pope's Dunciad.
28th Nov. 1735. Motte againſt Falkiner, for Pope and Swift's Miſcellanies.
27th Jan. 1736. Walthoe againſt Walker, for Nelſon's Feſtivals.
6th Dec. 1737. Ballex againſt Watſon, for Gay's Polly.
13th March, 1740. Gyles againſt Wilcox, for Hale's Pleas of the Crown.
19th May, 1740. Read againſt Hodges, for Hiſtory of Peter the Great.
6th Nov. 1757. Tonſon againſt Mitchell, for Byng's Expedition to Sicily.

III. *Injunctions for printing unpubliſhed Manuſcripts without Licence from the Author.*

24th May, 1732. Webb againſt Roſe, for Webb's Conveyancer.
5th June, 1741. Pope againſt Curl, for printing Pope's Letters.
13th June, 1741. Forreſter againſt Waller, for Forreſter's Reports.
Duke of Queenſbury againſt Shebbeare, for Clarendon's Life.
Trinity Term, 1768. Macklin againſt Richardſon, for printing Love A-la-Mode.

IV. *Injunctions as to Old Books after the 21 Years granted by the 8th Anne.*

5th June, 1735. Eyre againſt Walker, for The Whole Duty of Man.

N. B. This could not be the Old Duty of Man; if it was, the Right muſt have been founded upon an Aſſignment from the Author, and the Author is unknown to this Hour.

20th April, and 11th May, 1752. Tonſon againſt Walker, for Dr. Newton's Milton.

V. *Injunctions relative to Books after the Twenty-eight Years given by the 8th Anne.*

Trinity Term 1765. Millar againſt Donaldſon, for Thompſon's Seaſons—Pope's Iliad—Swift's Works, with the Life and Notes by Dr. Hawkeſworth.

Here as to Swift's Works, (the Notes and Life being within the Statute) the Injunction was continued.
As to *Thompſon's Seaſons*, and *Pope's Iliad*, (being beyond the 28 Years of 8th Anne) the Injunction was diſſolved.

From theſe Caſes it appears, that the *General Queſtion* touching "the *Common Law Right*" has never been determined by any CHANCELLOR.

VI. MECHANICAL

VI. MECHANICAL INSTRUMENTS, and alſo PRINTS made by *Engravers*, have ever been open to all Artiſts, unleſs ſecured to the INVENTOR by *Patent*, or by *Act of Parliament*. Between *ſuch Inventions* and *Copies of Books* no ſenſible Diſtinction can be made. An *Orrery* repreſents the *Planetary Syſtem:* He, who makes one after the firſt Model, takes the Science of Aſtronomy as repreſented by the *Orrery:* And he, who prints a Book, takes the *Author's Sentiments*.—— Where is the Difference?

VII. *Prerogative Copies*, ſuch as the *Bible*, and Books of *Divine Service*, do not apply to the preſent Caſe. They are left to the Superintendance of the Crown, as the HEAD and SOVEREIGN of the STATE, upon Principles of *public Utility*. To aſcribe to the CROWN a perpetual Right to the BIBLE upon *Principles of Property*, is to make the CROWN turn BOOKSELLER. If it be true, that the KING paid for the Tranſlation of the Bible, it was a Purchaſe made for the whole BODY OF THE PEOPLE, for the *Uſe of the Kingdom*.

Acts of Parliament, it is admitted, are the Work of the LEGISLATURE, and therefore under the Direction of the CROWN, as the *executive Part* of the CONSTITUTION. *Property*, therefore, is NOT the Foundation of *Prerogative Copies*.

King Charles I. publiſhed a Tranſlation of *David's Pſalms*, written, as his MAJESTY ſays in the Preface, by his ROYAL FATHER. But the Idea of a *perpetual Property* was not then conceived, and therefore a *Patent* was granted to *give the ſole Right* to the BOOKSELLER.

Objection. It has been ſaid, that the Authority of ſuch a Man as MILTON is of great Weight. He is repreſented as ſpeaking, *after much Conſideration*, on the *very Point*, and his Words are, "*The "juſt Retaining of each Man's Copy, which God forbid ſhould be gainſaid.*"—*Milton's Proſe Works, 1 Vol. Quarto, fol.* 172.

Anſwer. MILTON, in the Cloſe of his famous Speech "*for the Liberty of unlicenſed Printing*," in 1644, ſays, the *Ordinance* of the two Houſes for ſubjecting the Preſs to a *Licenſer* was obtained by indirect Means. "*It may*," ſays he, *be doubted whether there was not in it the Fraud of ſome* OLD "PATENTEES *and* MONOPOLIZERS *in the Trade of Bookſelling, who, under Pretence of the Poor "in their Company not to be defrauded,* and the juſt retaining of each Man's Copy (*which God "forbid ſhould be gainſaid*) *brought divers gloſſing Colours to the Houſe*," &c.

MILTON's Idea of *each Man's Copy* ariſes from the Old PATENTEES and MONOPOLIZERS, and certainly, while there was a RELATIVE PROPERTY in the Stationers Company, the poorer Members ought not to be defrauded. He does not ſay, how long the *Copy* ſhould be *retained*, and that is the Point in this Cauſe. It may be preſumed, MILTON could not wiſh, that *Paradiſe Loſt*, which was ſold for 5l. and two further Sums of 5l. to be paid conditionally, ſhould continue a SPLENDID FORTUNE in the Hands of a BOOKSELLER, and his GRAND-DAUGHTER be obliged to beg a *Charity-Play* at Drury-Lane Theatre. 1752.

Doctor SWIFT and Mr. PULTENEY were both clearly of Opinion, that there was *no Common Law Right*, (vide *Swift's Letters*, Vol. iii.) and the Opinion of ſuch a Man as Mr. PULTENEY, who was for Years of the firſt Ability in Parliament, may be allowed to have ſome Weight.

Doctor WATTS publiſhed a Volume of Sermons in 1720: Mr. LONGMAN, one of the Reſpondents, republiſhed it in 1758; and though the Period of 28 Years was expired, a *Common Law Right*, if it exiſted, would have protected the *Property:* But the Reſpondent, LONGMAN, annexed to his Edition a *Patent* for 14 Years, dated the 21ſt March, 1758.

VIII. Whatever Encouragement may be due to AUTHORS, the *Common Law* cannot, after the Silence of Ages, pronounce at once upon a *new Species of Right*, which has been hitherto "*Property not properly known.*"

Bank Notes are of a Value well aſcertained, and yet the Common Law did not adapt itſelf to that *Emergence of Commerce*, but it was for the LEGISLATURE to make the ſtealing it or taking it by a Robbery a FELONY. 2 Geo. II. C. 25.

IX. The Statute of Queen Anne was not *Declaratory* of the COMMON LAW, but *Introductive* of a NEW LAW, to *give* learned Men a Property which they *had not before*.

Objection. It has been contended on the Part of the Reſpondents, that the Act of Queen Anne is an ACCUMULATIVE STATUTE, declaring *the Common Law*, and giving *additional Penalties*.

In ſupport of this, a Pamphlet, ſaid to have been given to the Members in 1709, has been cited, and it appears that the Bookſellers meant to inculcate the Idea of *antient Uſage*, but what that *Uſage* was, how it took its Origin, and how it was ſtated in the Pamphlet, the Extract leaves in Obſcurity. *Vide Burrow, fol.* 19.

Anſwer. Cotemporary Expoſition will, no doubt, deſerve Attention. To this End, the *Hiſtory* of the Bill, as it ſtands upon the *Journals* of the HOUSE of COMMONS, together with the Account of the *Conference* with the LORDS, will clearly evince, that the LEGISLATURE were not employed in SECURING an *antecedent Property*, but expreſsly declared, "that AUTHORS and "Bookſellers had the *ſole Property of Books* VESTED in them, by *that Act*, for the Terms "therein mentioned." Vide the Journals 12th December 1709, when the Bookſellers Petition was preſented; alſo their 2d Petition, 2d Feb. 1709—14th March 1709, reſolved that the Title be a Bill for *the Encouragement* of *Learning*, by VESTING the COPIES in

in the Authors or Purchaſers, &c. 5th April the Bill returned from the Lords—5th April 1710, a Conference with the Lords and Mr. ADDISON, one of the Commons.

Objection. Of this Evidence the Reſpondents feel the Weight, and therefore they reſort to a *Variety of Comments* upon the STATUTE itſelf.

They rely much upon the *Preamble:* The Words are, "Whereas Printers, Bookſellers, and "other Perſons, have of late frequently *taken the Liberty* of printing, &c. Books and "other Writings without the Conſent of the Authors or Proprietors of ſuch Books, to their "very great Detriment, and too often to the Ruin of them and their Families; for pre-"venting therefore *ſuch Practices*, for the future, &c.

From the Words "*taking the Liberty*," and "*ſuch Practices*," it is inferred that the Perſons within the Deſcription of them, were WRONG DOERS. A Queſtion is put, When the Legiſlature ſpeak of a Liberty taken, could they mean a *Claim founded on any Right?* And by "*Practices*," did they mean to deſcribe the Exerciſe of *a legal Right?* The Word "Practices" is properly applied to the doing of *illegal Acts*.

Anſwer. If they were *Wrong-doers*, the LEGISLATURE has uſed the mildeſt Terms in the compaſs of our Language; but it is ſubmitted that they were not *Treſpaſſers*. After the final Extinction of the Licenſing Act, 1694, Men had a Right to re-print Books in the ſame manner as PRINTSELLERS had lawful Authority to copy, engrave, and publiſh *all Works, Deſigns, and Prints* which were not ſecured to the INVENTORS by PATENT for a Term of Years; and yet the Legiſlature, 8 Geo. II. C. 13. in the very ſame Words recites in the Preamble, "Whereas divers Printſellers, &c. have of late frequently *taken the Liberty* of copying, "engraving, and for preventing therefore *ſuch Practices*, &c.

Again, in the 7 Geo. III. C. 38. the Printſellers who *engraved* and expoſed to Sale the *Deſigns* and *Prints* of the late WILLIAM HOGARTH, after the Period of fourteen Years granted to him by PARLIAMENT, are in that Act called the PROPRIETORS of the Copies of WILLIAM HOGARTH's Works, and then the LEGISLATURE proceeds to *reſtrain* thoſe very PROPRIETORS from vending the Copies, which were their *legal Property*.—Thus it is plain, that the LEGISLATURE ſpeaking of a *legal Right*, deſcribed it by the Words "*taking the Liberty*," and ſuch "*Practices*."

If by the Terms, "taking the Liberty," and ſuch "*Practices*," it can, by fair Conſtruction, be intended that *Injuſtice, Fraud* and *Rapine* are implied, the like Imputation is thrown upon the *Printſellers*, who exerciſed a *legal Right*, and are allowed to be PROPRIETORS.

It may be preſumed, that if the LEGISLATURE had perceived actual *Guilt* or *illegal Practices*, they would, agreeably to their own Dignity, have kept no Terms with Men, who *violated Laws*, and *wrought the Ruin of Families*.

But Learning, to the Honour of the LEGISLATURE, was to be encouraged; and it may be aſked, if the *Statute* of *Queen Anne* did not *create a new Property*, what was done for Learning?

If the Right was *antecedent* to the Act, How did the LEGISLATURE *veſt* the Property in Authors?

If the LEGISLATURE had the faintеſt Idea of a *pre-exiſting Property*, why was the *ſole Right* of reprinting Books, which had been *previouſly* publiſhed, reſtrained to twenty-one Years, and *no more?* A ſtrange Way of *encouraging Learning*, by abridging *ancient Rights!*

If the *Act of Queen Anne* intended merely to give *additional Penalties*, by Way of new Fences to a *common Law Right*, Why give thoſe Penalties for fourteen Years only? If the Property is *perpetual*, Why ſhould not the Remedy be *Co-extenſive?*

If by "Copy" be underſtood a *perpetual Property*, the Author who ſold his Copy under the Idea of a Tranſfer *for fourteen Years only*, may be told by an *artful Bookſeller*, that *more was meant than met the Ear*, and that *a Sale of his Copy* imports a SALE FOR EVER. The Conſequence will be, that, inſtead of encouraging Learning, a Snare has been *unwittingly* ſpread for Men of Genius and Induſtry, and the *Clauſe* of the STATUTE, which gives a Reverſion to the AUTHOR at the End of fourteen Years, *if he live ſo long*, will be eluded by the Craft, and, as MILTON phraſes it, by the *Sophiſms of Merchandize*.

If the Book, at the End of fourteen Years, reverts to the Author, his Intereſt is ſerved: If it does not, the LEGISLATURE, by ſuch a Conſtruction, has extended *no* Benefit *to learned Men*.

But happily it appears that PARLIAMENT has reviſed its own Acts, and in Terms as clear as the Engliſh Language affords, declared, that the *Property was given* by the Act of Queen Anne. FOR

7. G. II. C. 24. is intitled, "An Act for granting to *Samuel Buckley* the *ſole Liberty* of Printing and Reprinting the *Hiſtories* of *Thuanus*. The Preamble recites, "that *Buckley* at a very great Expence had prepared an Edition of THUANUS in 7 Volumes Folio, "and then adds," Whereas the ſole *Liberty of printing and reprinting Books* for the *Term of fourteen Years*, to commence from the Day of the publiſhing the ſame, GRANTED TO THE PROPRIETORS THEREOF, by an Act made in the 8th *Year of Queen Anne*, intitled, an Act for *the Encouragement of Learning*, BY VESTING THE COPIES of printed Books in the AUTHORS or PURCHASERS, *&c.*

Of the Senſe and Meaning of the Legiſlature, we are now *fully informed* by the HIGHEST AUTHORITY: He that runs may read the Intent and Scope of the Statute: "The *ſole Liberty* "of *Printing* and *Reprinting* for the Term of fourteen Years was GRANTED by the 8th of "Queen Anne."

The Law was made for *the Encouragement* of Learning: INGENUITY has endeavoured to *evade* it, but the LEGISLATURE has given the Expoſition.

X. The Notion of "a PERPETUAL PRIVILEGE AND MONOPOLY," was, within a few Years, hatched among the Bookſellers; who now come with *glaſſing Colours*, and, *under a Pretence of ſerving the Cauſe of Literature*, mean only to get the *Fruits of Genius* into their own Hands,

Hands for ever. But the Conſequences of this new Doctrine (were it eſtabliſhed) would be fatal to the *Intereſt of Letters*, and the *Fame* of every valuable Author.

Books may be held up at too high a Price. Notes and Illuſtrations may be wanted, and generally are, in thirty or forty Years; not only the *Manners*, but even *Science* changes in the Progreſs of Time. *Moral Philoſophy*, and *Mathematicks* ſhould keep pace with the Viciſſitudes of the World. Uſeful Commentaries upon valuable Works cannot be made without the Licence of the BOOKSELLER, who has purchaſed the Copy: His *Avarice*, his *Timidity*, or his *Want of Senſe* may tell even the ORIGINAL AUTHER, that he ſhall not re-print his OWN BOOK with further Improvements. If the Author ſhould happily be permitted to do it, it muſt be upon the Bookſeller's Terms; but more probably the Frugality of the BOOKSELLER will grudge an additional Expence, and taking upon him to *pronounce upon Wit*, he may ſay, that he likes the Book as it is.

MILTON, in his famous Speech, has thought this Head of Argument an important Topic againſt a *Licencer of the Preſs*. His Words are, "What if the Author ſhall be one ſo "*Copious of Fancy*, as to have MANY THINGS, well worth *the adding*, come INTO HIS "MIND after LICENSING, while the Book is yet under the Preſs, which not ſeldom happens "to the beſt and diligenteſt Writers, and that perhaps a dozen Times in one Book. The "Printer dares not go beyond his licenſed Copy; ſo often then muſt the Author TRUDGE "TO HIS LEAVE-GIVER, that thoſe his NEW INSERTIONS may be viewed; and many a Jaunt "will be made, ere that Licencer (*for it muſt be the ſame Man*) can either be found, "or found at leiſure: Mean while either the Preſs muſt ſtand ſtill, which is no ſmall Damage, "or the Author LOSE HIS ACCURATEST THOUGHTS, and ſend the Book forth into the "World, WORSE THAN HE COULD MAKE IT, which to a diligent Writer is the GREATEST "MELANCHOLY and VEXATION that can befall."

In the Caſe of a *perpetual Privilege and Monopoly*, the Bookſeller becomes the Author's LEAVE-GIVER: Many a Jaunt may be made that his new INSERTIONS may be viewed, and at length he may ſit down with the MELANCHOLY and VEXATION of leaving his Book WORSE THAN HE COULD MAKE IT.

XI. Should the Work, purſuant to the Statute of Queen Anne, *revert* to the AUTHOR in fourteen Years, he will become the Guardian of his own Fame: and, in Conſequence, *learned and induſtrious Men will be enabled to reap not only the Fame, but the Profits of their Labours, to the Honour and Advantage of themſelves and their Families.*

Objection. It has been colourably ſaid, that for *a perpetual Property* Authors may riſe in their Demand, and gain a much LARGER SUM for the *Copy*; or they may publiſh upon their own Account, and feel the Pulſe of the Public before they diſpoſe of the Copy.

Anſwer. Except one or two very modern Inſtances, a competent Price has not been given. If Booksellers have hitherto been dealing under an Idea of a PERPETUAL MONOPOLY, they have not paid an adequate Compenſation for it, and the ſame Phlegm will govern their future Tranſactions. It is a melancholy Conſideration, that even a Writer of Mr. THOMPSON's Merit does not appear to have received ONE HUNDRED POUNDS for the Poems of the SEASONS. The whole Sum paid to him for a Variety of Articles was 242l. 10s. The Tragedy of SOPHONISBA, at the old Price for a Play, was worth 105l. The Poem, ſacred to the Memory of Sir ISAAC NEWTON, BRITANNIA, and an Eſſay on *Deſcriptive Poetry*, from the Pen of THOMPSON, were worth a conſiderable Sum. How much remains for the Seaſons? no Work of late Years has been more generally received: The Profits to MILLAR muſt have been large, and, after all, the Copy ſold for 505l. at a public Auction.

If Authors had always Acceſs to a CLARENDON PRESS, where the preciſe Number ordered would be printed, *and no more*, the Impreſſion might be diſtributed to the London Booksellers, and an Author might ſtand the Hazard. But AUTHORS are not often in that Situation, and, beſides, the immediate Expence of Paper and Print is not favourable to ſuch Experiments.

A Period of fourteen Years is a ſure Teſt of every Book. If, after that Time, it be worth reprinting, the Authors ACCURATEST THOUGHTS may be interwoven, and the *Fame* and *Profit* will accrue to the Man of Labour and Invention.

But if a PERPETUAL PRIVILEGE and MONOPOLY are to interrupt his Hopes, the PURCHASERS of the *Copy* will be enriched, and, in the emphatic Words of DRYDEN, "It will con-"tinue to be the Ingratitude of Mankind, that they who TEACH WISDOM by the SUREST "MEANS, ſhall generally live poor AND UNREGARDED; as if they were born ONLY FOR "THE PUBLIC, and had no Intereſt in their own well-being, but were to be LIGHTED UP "LIKE TAPERS, and *waſte* themſelves for THE BENEFIT OF OTHERS."

E. THURLOW.
J. DALRYMPLE.
AR. MURPHY.

Thomas Becket, Peter Abraham de Hondt, John Rivington, William Johnſon, William Strahan, Thomas Longman, William Richardſon, John Richardſon, Thomas Lowndes, Thomas Caſſon, George Kearſley, Henry Baldwin, William Owen, Thomas Davies, and Thomas Cadell, *Printers and Bookſellers*, } Reſpondents.

The Appellant's CASE.

To be heard at the Bar of the Houſe of Lords,
on *Friday* the 4th of *February*, 1774.