

plaintiff and defendant; that as between them the valuation was given gratuitously, and, therefore, the defendant was not liable. But Chitty, J., held that the defendant was liable on two grounds: (1) That (independently of contract) the defendant owed a duty to the plaintiff, which he had failed to discharge; and (2) That he had made a fraudulent misrepresentation, on the faith of which the plaintiff had acted.

WILL.—CONSTRUCTION.—TENANT FOR LIFE, AND REMAINDERMAN.—UNAUTHORIZED SECURITIES.—TRUSTEES, POWER OF, TO RETAIN EXISTING SECURITIES.

*In re Sheldon, Nixon v. Sheldon*, 39 Chy. D. 50, a testator had empowered his trustees in their discretion to retain all or any part of his personal estate in the state or investment in or upon which the same should be at his death, or else to convert the same and invest the proceeds in certain specified securities. At his death part of his personal estate consisted of securities not of a wasting nature, and not specifically authorized. An administration action having been brought, it was found by the Chief Clerk that some of the securities were proper to be continued, and that others should be called in. A question thereupon arose, whether the tenants for life of the unauthorized securities were entitled to the full income thereof, or whether such securities should be converted and the tenants for life be entitled only to interest on the proceeds of conversion as from a year after the testator's death, which is the rule when the unauthorized securities are of a wasting nature. But North, J., was of opinion that as the securities which the Chief Clerk reported should be continued were not of a wasting nature, they might be ordered to be retained, and that the tenants for life were entitled to the whole income produced from them.

COPYRIGHT.—DRAMATIZATION OF NOVEL.—INFRINGEMENT.—INJUNCTION.—5 & 6 VICT. C. 45, SS. 2, 3.

*Warne v. Seeborn*, 39 Chy. D. 73, was an action to restrain the infringement of a copyright of a novel. The defendant had dramatized the novel, "Little Lord Fauntleroy," and caused his play to be performed on the stage. The infringement complained of was, that, for the purpose of producing the play, the defendant made four copies of it, one for the Lord Chamberlain and three for the use of the performers, which were in MS., or made with a type-writer. Very considerable passages in the play were taken almost *verbatim* from the novel. The defendant claimed the right to make more copies, if it should be necessary, to enable him to give further representations of the play in London and elsewhere. Stirling, J., held that what had been done by the defendant constituted an infringement of the plaintiff's copyright, and he granted an injunction to restrain the defendant from printing or otherwise multiplying copies of his play containing any passages from the plaintiff's novel, and also for the cancellation of all passages taken from the plaintiff's book, which were contained in the four copies of the play. As to the rights of third persons to dramatize a copyright novel, Stirling, J., thus lays down the law at p. 81: "So long as he does