sufficiently referred to one another to constitute a contract in writing signed by other parties within the meaning of 30 & 31 Vict. c. 141, s. 9, giving summary jurisdiction to justices in cases between master and servant. *Crane* v. *Powell*, Law Rep. 4 C. P. 123.

See Bill of Lading; Covenant; Custom; Damages, 2, 3; Infant; Master and Servant; Money had and received; Sale; Specific Performance; Statute.

Conversion.

A testator devised real estate to trustees on trust to pay the profits to his wife till her death or marriage, and on her death or marriage on trust for his children who should be then living, and their respective heirs as tenants in common, with a power to the trustees, in their discretion, to sell the real estate, and in event of such sale to divide the proceeds among his children, who should then be living, in equal shares. During the widow's lifetime, one of the children assigned all his personal estate in possession, remainder or expectancy, to A. On the widow's death, the trustees, in exercise of the power, sold the real estate. *Held*, that the child's share of the proceeds did not pass to A.—*In re Ibbitson's Estate*, Law Rep. 7 Eq. 226.

Copyright.

1. A., a citizen of the United States, published a work in the monthly parts, between January and December, 1867, of a magazine published in the United States. In October, 1867, A. went to Canada, and while there, when the work wanted six chapters for completion in the magazine, an edition of the whole was published in London, under an agreement between A. and the plaintiff, an English publisher. A reprint taken from the pages of the magazine having been subsequently published by the defendant *Held*, that the copyright was divisible, and could be claimed for a portion of the book only, and the publication by the defendant of the last six chapters was enjoined.—*Low* v. *Ward*, Law Rep. 6 Eq. 415.

2. In a trades' directory, the names of those who paid for the privilege were printed in capitals, with additional descriptions of their business called "extra lines." *Held*, that such payment did not make the information common property, so as to entitle the compiler of another directory to reprint it from slips cut from the first, even where the persons whose names were so printed had been applied to, to verify the information, and had paid for the insertion of their names in the second directory with the distinctive features of capitals and extra lines.—*Morris* v. *Ashbee*, Law Rep. 7 Eq. 34.

See Partnership, 2.

Corporation—*See* Company.

Costs.

A motion to commit A. for breach of an injunction was refused, but without costs, and A. appealed. *Held*, that an appeal as to costs in such a case would not be entertained.—*Hope* v. *Carnegie*, Law Rep. 4 Ch. 264.

See Attorney; Landlord and Tenant, 8; Lunatic, 2; Mesne Profits, 2; Vendor and Purchaser of Real Estate, 3.

Covenant.

1. The purchaser of lands below sea-level is bound to inquire how all walls necessary for the protection of his property against the sea are maintained.

Lands below sea-level, previously held in undivided shares, were, in 1794, partitioned by a deed containing a covenant that the expense of maintaining the walls belonging to the lands thereby divided should be borne by the owners thereof, and should be payable out of the lands by an acre-scot. *Held*, that a purchaser of part of the lands was bound by the covenant, though he had no actual notice thereof, and that there was jurisdiction in equity to deal with the case.—*Morland* v. *Cook*, Law Rep. 6 Eq. 252.

2. A. sold part of an estate to B., who entered into restrictive covenants for himself, his heirs and assigns, with A., his heirs, executors, and administrators, as to buildings on the purchased property; but A. did not enter into any covenants as to the land retained. After this A. sold to other persons various lots of the part retained, but nothing appeared as to the contents of their conveyances, nor was there any evidence that they were informed of B.'s covenants. After this A. bought back from B. what he had sold to him. *Held*, that the benefit of B.'s covenants did not in equity pass to the subsequent purchasers of other parts of the estate from A., and that A. could make a title to the repurchased land discharged from the covenants.—*Keates* v. *Lyon*, Law Rep. 4 Ch. 218.

3. A. demised lands to B. for a long term of years, and B. covenanted that neither he nor his assigns would permit any building to be erected on a certain lot. Afterwards a rail-