thor O.; name of proprietor of the copyright, O. (given as "proprietor of the copyright in the music, and of the right of publicly performing such music"). Time of first publication, "March 28, 1869" (the time of publication of the piano arrangement by S.); and time of first representation, "March 10, 1869" (the time the opera itself was first played in Paris). The title of the copy of the piano arrangement deposited consisted of the title of the opera, with the addition of a statement as to the piano arrangement by S. No other mention of S. appeared in the registration. In August following, some separate instrumental parts of the opera were published, and no copy thereof delivered to the registration officers; but the rest remained unpublished. Subsequently, the defendant announced an opera in English, with the same name, music by O., and brought it out in London. The music as played was substantially as given in the arrangement by S. *Held*, reversing the decision of Bacon, V.C., that the registration as made protected the opera, and the defendant was guilty of an infringement.—*Boosey* v. *Fairlie*, 7 Ch. D. 301.

Costs.—See Trust, 2.

Covenant.

1. Plaintiff and another sold the defendant a lot of land, and in the deed defendant covenanted that no building to be erected upon the land should at any time "be used or occupied otherwise than as and for a private residence only, and not for the purposes of trade." The lot was one of several contiguous lots, all sold under deeds containing a like covenant; and on one lot the plaintiff himself had built a private residence. The defendant proposed to erect on his lot a building for the accommodation of one hundred girls, belonging to a charitable institution for missionaries' daughters, and supported by contributions. There was evidence that the plaintiff had permitted a small school to be kept in one of the other houses. *Held*, reversing the decision of Bacon, V.C., that the defendant had violated the covenant, and that the permission for the school in the other house did not amount to a waiver by the plaintiff of the covenant in the defendant's case. Injunction granted.—*German* v. *Chapman*, 7 Ch. D. 271.

2. *Held*, that a covenant in a lease of a dwelling-house in London, not to assign without the consent of the lessor, was not a "usual covenant.—*Haines* v. *Burnett* (27 Beav. 500) considered overruled.—*Hampshire* v. *Wickens*, 7 Ch. D. 555.

3. The assignee of a lease had notice of a restrictive covenant on the property binding upon his assignor. *Held*, that the covenant was binding on him in equity.—*Keppell* v. *Bailey* (2 My. & K. 517) considered overruled—*Luker* v. *Dennis*, 7 Ch. 227.

4. The assignee of land on which there is a covenant is in exactly the same position as if he were a party to the covenant, in case he had notice of it.—*Richards* v. *Revitt*, 7 Ch. D. 224.

5. By an agreement for the purchase of a public house, the plaintiff agreed to assume the lease thereof at a rent named, "subject . . . to the performance of the covenants" therein, "such covenants being common and usual in leases of public-houses." The said lease contained the clause: "Provided always, and these presents are upon this express condition, that all underleases and deeds," made during the term, "shall be left with the solicitor . . . of the ground landlord . . for the purpose of registration by him, and a fee of one guinea paid to him" therefor. Then followed a provision for re-entry for breach or non-performance of any of the "covenants or other stipulations." The jury found this clause was not a "common and usual covenant."—*Held*, that the purchaser was not bound to specific performance, though the said clause might not be, in strictness a "covenant."—*Brooks* v. *Drysdale*, 3 C. P. D. 52.

See Lease.

Coverture.—See Curtesy.

Curtesy.

By a will, freehold property was given to C's wife, as equitable tenant in tail, to her separate use, with restraint on alienation or anticipation of the rents and profits. C. was discharged in bankruptcy in 1865; and in 1875 the wife executed a disentailing deed, C. joining, and limited the estate to her separate use in fee. In 1876 she died, having devised her estates by will to her children. The assignee of C. applied for the rents, on the ground that C. had a life-interest as tenant by the curtesy, which had passed to the assignee.—*Held*, that C. had no curtesy, as his wife had disposed of the estate by will.—*Cooper* v. *Macdonald*, 7 Ch. D. 288.

Damages.—See Ancient Lights.

Date of Will.—See Will, 3.

Debt.—See Will, 3.

Deed.—See Covenant, 1; Shelley's Case.

Delivery.—See Vendor's Lien.

Devise.

1. A testator devised his real estate to trustees, their heirs and assigns, to hold to them for the use of B. for life, and afterwards to the use of such children of B. as should attain the age of twenty-one years. B. was directed to keep the premises in repair during his life. The trustees were empowered to apply the income of the portion of any infant devisee for his or her benefit during minority, or to pay the income over to such devisee's guardian, without responsibility for its application; and they were empowered to use the principal for the advancement of such infant before his attaining twenty-one, if they thought best. B. died leaving four children, one an infant. *Held*, that the trustees took a legal estate in the property; and, whether B.'s life-estate was legal or equitable, B.'s children took equitable estates, and, consequently, the infant's estate did not cease on B.'s death during his minority.—*Berry* v. *Berry*, 7 Ch. D. 657.

2. Devise to trustees, to the use of testator's son W. for life, and upon W.'s death without issue male to sell and pay the proceeds unto such one or more of testator's "children as might be living at the decease of his said son W., without male issue as aforesaid, and the issue of such of his said children as might be then dead, leaving issue," such issue to take *per stirpes* and not *per capita*. The testator died in 1840, and left W. and two other children living at his death. W. died in 1876 without issue. One of the other children died in 1872, having had two children, one of whom died in 1861, and the other is still living. On the question whether the child dying in 1861 before her parent took under the will, *held*, that the trust was an original gift, and said deceased child took according to the rule that