

of construction was involved in this case. Land, the subject of a building scheme, was sold to the plaintiff subject to a restrictive covenant as to building, but which covenant was subject to a proviso that the "vendor" might vary the stipulations. Part of the land sold to the plaintiff he re-sold to the defendant's predecessor in title, and the conveyances contained a schedule of the various stipulations in the conveyance from the original owner to the plaintiff, including the proviso that they might be altered by the "vendor." The plaintiff's vendor had for valuable consideration waived some of the stipulations in favour of the defendant, and the question was whether the "vendor" referred to in the restrictive covenant in the defendant's deed was the plaintiff or the plaintiff's vendor. Neville, J., held that on the true construction of the covenant the "vendor" who might vary the stipulations was the plaintiff's vendor and not the plaintiff himself.

COPYRIGHT—INFRINGEMENT OF COPYRIGHT—OFFER BEFORE ACTION TO DESIST FROM INFRINGEMENT—INJUNCTION—COSTS.

Savory v. World of Golf (1913) 2 Ch. 566. This was an action to restrain the infringement of the plaintiff's copyright. Before action the defendants offered to discontinue the infringement and pay damages which might be agreed on; the plaintiffs, nevertheless, instituted the action, and claimed an injunction. Neville, J., held that notwithstanding the offer to discontinue the infringement before action the plaintiffs had a right to an order of the Court restraining the infringement. But he held that if such an offer is made after action, accompanied by an offer to submit to an order and pay the costs to date, the plaintiffs may be deprived of any subsequent costs.

WILL—CONSTRUCTION—GIFT TO "MY COUSINS AND HALF COUSINS."

In re Chester, Servant v. Hills (1914) 2 Ch. 580. By the will in question in this case the testatrix left property in trust for "my cousins and half cousins," and the question presented for adjudication was, who were meant by the term "half cousins." Sargant, J., accepting the definition given in Murray's Dictionary, determined that "half cousins" meant "second cousins," and he rejected the suggestion that any local signification could be attached to the term. He therefore held that first cousins, first cousins once removed, and second cousins, took under the gift.