

REVIEW OF CURRENT ENGLISH CASES.

(Registered in accordance with the Copyright Act.)

WILL—CONSTRUCTION—GIFT OF RESIDUE TO A. AND “SIX CHILDREN NOW LIVING” OF B.—ALL BUT ONE OF CLASS, DEAD AT DATE OF WILL—PRESUMPTION OF MISTAKE—REJECTION OF SPECIFIED NUMBER.

In re Sharp, Maddison v. Gill (1908) 2 Ch. 190. The Court of Appeal (Cozens-Hardy, M.R., and Buckley and Kennedy, L.JJ.) have affirmed the decision of Joyce, J. (1908) 1 Ch. 372 (noted ante, p. 279), to the effect that where a testator gives his residue to A. and the six children of B. “now living,” there being in fact only one child then living, the erroneous enumeration may be rejected, and the share given to the six will belong to the surviving one.

INTERNATIONAL COPYRIGHT—FOREIGN MUSICAL COMPOSITION—UNAUTHORIZED PERFORMANCE IN ENGLAND—BERNE CONVENTION, 1887, ARTS. 2, 11.

Sarpy v. Holland (1908) 2 Ch. 198 was an action brought for damages for infringement of an international copyright of a musical composition. Neville, J., held that the plaintiff had failed to support his copyright because the notice reserving copyright required by 45-46 Vict. c. 40, s. 1, was not printed on the published copies in English. The Court of Appeal (Cozens-Hardy, M.R., and Buckley and Kennedy, L.JJ.) held that in this view he was in error, because under the Berne Convention of 1887, and the orders in council adopting the same, the rights secured thereby to foreign composers is subject only to the conditions and formalities required by law in the country of the origin of the work; and on the true construction of the convention, the declaration forbidding public performance of the copyright composition, thereby required to be made on the title page, is sufficient if made in the language of the country of origin; and the provisions of 45-46 Vict. c. 40, consequently do not apply to foreign copyright musical compositions.

LANDLORD AND TENANT—COVENANT NOT TO ASSIGN WITHOUT CONSENT OF LESSOR—EXPROPRIATION OF LEASEHOLD SUBJECT TO COVENANT NOT TO ASSIGN—RIGHT OF EXPROPRIATORS TO ASSIGN LEASE WITHOUT CONSENT.

Metropolitan Water Board v. Solomon (1908) 2 Ch. 214. In this case the plaintiffs in pursuance of their statutory powers had