caused great pain.—*Murphy* v. *Manning et al.*, 2 Ex. D. 307.

Contract.

Contract to build school buildings to be finished by Dec. 25, in default of which the builders to forfeit £10 a week until the buildings were finished and delivered up. If the builders were prevented by bankruptcy, or any cause whatever, from completing the contract, the owners could terminate the contract, employ others to complete the work, and what had been paid the contractors should be held the full value of the buildings; and the material on the premises should be the property of the owners; and, finally, it was provided that, "in case this contract be not in all things duly performed by the said contractors, they shall pay to" the owners "the sum of £1,000, as and for liquidated damages." Before Dec. 25 the builders went into bankruptcy; the trustees in bankruptcy for a time carried on the work, and finally threw up the contract; and the owners had the work finished by another builder, but not till after Dec. 25. *Held*, that the £1,000 was in the nature of a penalty, and the owners could only prove for the actual damage they had sustained from the non-performance of the contract.—*In re Newman. Ex parte Capper*, 4 Ch. D. 724.

See Company, 7; Sale, 3.

Copyright.

If a dramatic piece has been first represented in a foreign country, the author has no exclusive right over the piece in England. Representation is publication within 7 Vict. c. 12, § 19.—*Boucicault* v. *Chatterton*, 5 Ch. D. 267.

See Libel and Slander.

Co-trustee.—See Trustee.

Covenant.

Covenant by M., the lessee of a lot of land, in 1853, that he, his executors, administrators, or assigns, would not do anything upon the premises which might be an annoyance to the neighbourhood or to the lessees or tenants of the lessor, their heirs or assigns, or diminish the value of the adjacent property; nor erect, or permit to be erected, on the lot any building nearer than twenty feet to the road; nor erect any building, messuage, or erection whatsoever, without first obtaining the consent thereto of the lessors, their heirs or assigns. Subsequently, in 1858, H. took a lease of an adjoining lot by indenture containing similar covenants. In 1876, the assigns of M. began, with the approval of the lessor, to put up a building which would obstruct the windows of H.'s assigns. On bill by H. to enjoin A. from erecting the building, and the lessor from allowing it, *held*, that B. was without remedy.—*Master* v. *Hansard*, 4 Ch. D. 718.

See Lease, 2.

Creditor.—See Partnership, 3.

Custody of Deeds.—See Tenant for Life.

Demand.—See Railway, 1.

Devise.

1. Testator devised his freehold property at M., in trust for his two children. He never had any freehold property at M., but had some in R., to which M. adjoined, and in the parish of which M. was, but no mention of any property in R. was made in the will. *Held*, that the freehold in R. descended to the heir-at-law, as being undisposed of.—*Barber* v. *Wood*, 4 Ch. D. 885.

2. Under a general devise charged with debts or legacies, estates held in fee by the testator as trustee do not pass. *In re Bellis's Trusts*, 5 Ch. D. 504.

Discretion.—See Trust, 2.

Domestic Relations.—See Husband and Wife.

Easement.—See Covenant.

Election.

In 1848, P. & Son by deed covenanted to pay to trustees named therein a sum not exceeding £15,000 advanced and to be advanced to them by P.'s wife, in trust for such persons as she should by will or deed appoint, and, in default thereof, for her separate use for life. In 1851, by deed containing no power of revocation, she appointed that, after her and her husband's deaths, the funds should be held for the benefit of her two sons and her two daughters, in equal fourths; the daughters for life, remainder to their "children." In 1863, the advances had been more than £15,000; and the wife undertook by a third deed, also containing no power of revocation, to revoke the appointment of 1851, appointed the trust fund of 1848, and £20,000 more advanced to the firm by her, after the death of herself and her husband, to her children as before. The husband died in 1865. Subsequently, in 1865 and 1866, the wife undertook to make alterations in the appointments of 1843, also by deeds without power of revocation. In 1867, she made a will, undertaking to revoke all her appointments; gave her real estate to her son J., subject to a payment of £10,000 to her son W. She gave and appointed all her interest as it stood on the books of the firm of P. & Son, and certain railroad stock specified, and all