

ABSTRACTS OF RECENT ENGLISH DECISIONS.¹

Foreign Law.—A woman who has become by the law of France personally liable for her husband's debts, and has paid them after his death, and who is by the same law entitled to sue a defendant in her own right to recover the money so paid, has a *primâ facie* right to bring such action in this country without first taking out administration here. She is entitled to the like privilege as a donee by the law of France of her deceased husband's rights of action. *Vanquelin vs. Bouard*, 12 W. R. 128; 9 L. T., N. S. 582.—C. P.

Contract—Within the Statute of Frauds—Primary Liability.—The liability of a party who advertises generally a reward for information to any one not named in the advertisement, who shall first give the information asked for, is a liability at common law, and not a contract within the Statute of Frauds. *Williams vs. Byrnes*, 1 Moore, P. C. C., N. S., 154; 8 L. T., N. S. 69.

In Restraint of Trade—Validity and Breach.—A covenant by a vendor of a business, not to carry on the same business within 200 miles of a certain place, is not unreasonable, as in restraint of trade, if by reason of the character of the business such a limit of exclusion is necessary for the protection of the purchaser. *Harms vs. Parsons*, 9 Jur., N. S. 145; 32 L. J., Chanc. 247; 11 W. R. 250; 7 L. T., N. S. 815—R.

A. undertook to manage the business of B., a chemist, and agreed that he, A., would not carry on the business of a chemist either in his own name or for his own benefit, or in the name or names or for the benefit of any other person, within seven miles of the place. He afterwards solicited orders for another chemist within the seven miles: *Held*, that this was not a breach of his agreement. *Clark vs. Watkins*, 9 Jur. N. S., 142; 11 W. R. 319; 8 L. T., N. S. 8.—L. J.

A covenant not to be engaged in a specific trade, "or in any matter or thing whatsoever in anywise relating thereto," within a given district, does not prevent the covenantor from lending money to a person engaged in such trade within the limits, upon mortgage of his trade premises,

¹ From the Digest of English Decisions for 1863. The letters at the end of the paragraphs indicate the courts in which the cases were decided, and the Jurist, Law Times, Law Journal, Weekly Reporter, and other publications in which they are reported.

although he may know that the mortgagor has no means of paying the debt except out of the profits of the business. *Bird vs. Lake*; *Bird vs. Turner*, 1 H. & M. 338.

A mortgagor expressly charging the debt upon such profits, would be a breach of covenant. *Id.*

Seemle, also, there is nothing in such a covenant to prevent the covenantor from buying any number of houses within the district, fitting them up and selling them for the purpose of the trade in question, provided he has no direct interest in the business carried on in them after such sales respectively. *Id.*

Copyright (in Engravings).—The piracy of a picture or engraving by the process of photography, or by any other process, mechanical or otherwise, whereby copies may be indefinitely multiplied, is within the statutes for the protection of artists and engravers. *Gambart vs. Ball*, 14 C. B., N. S. 306; 9 Jur., N. S. 1059; 32 L. J., C. P. 166; 11 W. R. 699; 8 L. T., N. S. 426.

Copyright (in Novels).—Certain novels, the copyright in which belonged to T., were dramatized, and the dramas, containing some of the most important scenes and incidents of the novels, copied *verbatim*, were printed and published by L. On an application by T. for an injunction to restrain the sale of the dramas: *Held*, that printing and selling the dramas was an infringement of T.'s copyright. *Tinsley vs. Lacy*, 32 L. J., Chanc. 535; 11 W. R. 876.—V. C. W.

If a plaintiff shows that his copyright has been infringed, the court will grant an injunction without proof of actual damage. *Id.*

Coroner—Privilege.—A coroner holding an inquest on a dead body, is not liable to an action for words falsely and maliciously spoken by him in his address to the jury. *Thomas vs. Churton*, 2 B. & S. 475.

Covenant—Construction and Operation.—A covenant to bequeath a sum of money constitutes a specialty debt against the covenantor's estate, and is not satisfied by the mere insertion of such a bequest in his will *Graham vs. Wickham*, 9 Jur., N. S. 702; 11 W. R. 1009; 8 L. T., N. S. 679.—L. J.

The covenantee being the son of the covenantor, the covenant is not satisfied by an appointment under a power to appoint to children contained in the covenantor's marriage settlement. *Id.*