

to enforce his right of reentry without giving any notice. On appeal, however, the Court of Appeal (Smith, Williams, and Romer, L.JJ.), came to a different conclusion. In the opinion of that Court a covenant not to assign or sublet, is only broken by the execution of a legal assignment or sub-lease, and a mere equitable assignment is not a breach; furthermore, in order to entitle the plaintiff to recover on the ground that the execution of an assignment for the benefit of creditors worked a forfeiture, it was necessary for him to give notice to the "lessee," under the Conveyancing Act, 1881, (R.S.O. c. 170, s. 13, sub-s. 1), and notice to the assignee for creditors was not a notice to the "lessee" and was insufficient. The contention of the plaintiff that notice to the lessee was unnecessary was met by Romer, L.J., by the observation that notwithstanding the assignment, the lessee continued to have an interest in the premises, not only onerously but beneficially, in the first place in the resulting trust, and in the second place, as trustee of the leasehold he would be entitled to retain the lease as an indemnity against any breach of covenant, and besides was the only defendant in the action.

INSURANCE (MARINE)—POLICY ON SHIP—"FURNITURE" ON SHIP, MEANING OF.

In *Hogarth v. Walker* (1900) 2 Q.B. 283, the Court of Appeal (Smith, Williams, and Romer, L.JJ.) have affirmed the judgment of Bigham, J., (1899) 2 Q.B. 401, (noted ante vol. 35, p. 681) to the effect that certain mats and cloths used upon a ship for the proper carriage of a certain kind of cargo, were properly within the term of "furniture" of the ship in a policy of insurance, although at the time of the loss of the ship, it was not engaged in the carriage of a cargo requiring the use of such cloths and mats and which were not in fact then in use, but stowed away in the fore peak.

CONTRACT—IMPOSSIBILITY OF PERFORMANCE—IMPLIED CONDITION—MEASURE OF DAMAGES.

Nickoll v. Ashton (1900) 2 Q.B. 298, was an action brought to recover damages for breach of a contract. By the contract in question, made in October 1899, the defendants sold to the plaintiffs a cargo of cotton seed to be shipped at certain Egyptian ports during the month of January, 1900, per steamship Orlando, and to be delivered to the plaintiffs in the United Kingdom. The contract provided that "in case of prohibition of export, blockade,