

the monthly rental payable by a sub-lessee is not a termination of one tenancy and the creation of a new tenancy, and will, therefore, not be a breach of the covenant in the head lease not to sub-let, etc., if done without consent. (3) The alteration of a monthly tenancy to a two years' term on a written lease without such consent is a breach of the covenant. (4) The agreement with the dining-room manager was not a lease, sale or assignment, and, therefore, no breach. (5) Under the circumstances the Court should exercise the jurisdiction to relieve against forfeitures on terms. The terms imposed were increased rent to make up the increase obtained from the new tenancy created by the conversion of the monthly tenancy to a two years' tenancy, and the defendant was required to execute a lease covenanting to pay to the plaintiff such increased amount, and was also required to pay the plaintiff's costs as between solicitor and client within one month. *Quære*, whether the plaintiff was estopped from taking advantage of the condition for forfeiture in respect of alterations authorized verbally by the testator in his lifetime, but executed after his death: *Royal Trust Co. v. Bell*, 2 Alta. R. 425.

The right of re-entry under the Act respecting Short Forms of Lease applies to the breach of a negative as well as of an affirmative covenant, so that there is a right of re-entry for breach of the covenant not to assign or sub-let without leave: *Toronto General Hospital v. Denham* (1880), 31 U.C.C.P. 207. The making of an agreement for the assignment of a lease the settlement of the terms thereof and the taking of possession by the assignee, constitute sufficient evidence of the breach of such covenant; the fact of the document shewing the transfer not having been made until after action brought is immaterial: *McMahon v. Coyle*, 5 O.L.R. 618 (Boyd, C.).

Plaintiff, as lessee, and defendant, as lessor, on the 1st of January, 1906, entered into a lease for a term of five years, at a rental of \$70 per month, in advance, with a proviso for forfeiture and re-entry after 15 days' default in payment of rent, together with an exclusive option of purchase on terms named. Plaintiff being absent in December, 1906, and up to the 23rd of January, 1907, inadvertently allowed the rent for January to fall in arrear, but on the latter date, tendered defendant, through her solicitor, she herself being inaccessible, the rent for January and February, and also offered to defray any costs incurred. Defendant had in the meantime, through her bailiff, taken and retained possession. There was evidence of an oral arrangement that in the event of the plaintiff's absence at any time the forfeiture clause for non-payment in advance would not be enforced. No third party interests having intervened, plaintiff was entitled to relief against forfeiture, both as to the term and the option, and that, the case coming within Rule 976 of the B.C. Supreme Court Rules, 1906, plaintiff should also get the costs of the action: *Hunting v. McAdam*, 13 B.C.R. 426; *Newbolt v. Bingham* (1895), 72 L.T.N.S. 852.

A provision in a lease against sub-letting without the written consent of the lessor is not *de rigueur* so as to prevent the lessor pleading a verbal consent to an action under the Quebec law to resiliate the lease for breach of this provision brought by an assignee of the lessor. Oral evidence by the