

**PRINCIPAL AND AGENT—STOCK BROKER, DEFAULT OF—LIABILITY OF PRINCIPAL TO JOBBER—PRIVITY OF CONTRACT.**

*Anderson v. Beard* (1900) 2 Q.B. 260 is a case somewhat similar to *Beckhuson v. Hamblet*, noted ante p. 441, the action being brought by a stock jobber against the client of a broker who had made default in completing a purchase of shares from the plaintiff. The plaintiff having discovered that the contract had been entered into by the broker on behalf of the defendant called on him to take up the shares, and on his refusal to do so he resold the shares and claimed to recover from the defendant the difference between the price agreed to be paid by the broker and the price realized on the resale. The case, however, differed from *Beckhuson v. Hamblet* inasmuch as the transaction was a single one and no others besides the defendant were interested in the purchase. Mathew, J., therefore held that the plaintiff's action was well founded, and he gave judgment in his favour for the amount claimed.

**LANDLORD AND TENANT—FORFEITURE—COVENANT NOT TO ASSIGN—EQUITABLE ASSIGNMENT—DECLARATION OF TRUST—NOTICE BEFORE ACTION—SERVICE OF NOTICE ON "LESSEE" CONVEYANCING AND LAW OF PROPERTY ACT, 1881, (44 & 45 VICT., c. 41) s. 14, SUB-S. 1, 6, (i); s. 67, SUB-S. 2—(R.S.O. c. 170, s. 13, SUB-S. 1, 6 (a))—JUD. ACT, 1873, s. 24, SUB-S. 4—(ONT. JUD. ACT, s. 57, SUB-S. 8).**

*Gentle v. Faulkner* (1900) 2 Q.B. 267 was an action of ejectment brought by a landlord against his lessee. The lease under which the defendant held provided that the lessee should not assign or sub-let the demised premises, and it also provided for re-entry in the event of the lessee making any assignment for the benefit of creditors. The lessee had made an assignment of his property, except the demised premises, for the benefit of his creditors, and declared that he would stand possessed of the leasehold upon trust for the trustee and to assign and dispose of the same as the trustee should direct. Notice had been given of the claim of the plaintiff to reenter to the assignee for creditors who had taken possession, but no notice had been served on the lessee, the defendant. Byrne, J., who tried the action, held that the deed of assignment followed by the possession by the assignee was by virtue of the Jud. Act, s. 24, sub-s. 4, (Ont. Jud. Act, s. 57, sub-s. 8) an assignment of the demised premises, and a breach of the covenant not to assign, and that the plaintiff was entitled under the Conveyancing Act, 1881, s. 14, sub-s. 1,—(R.S.O. c. 170, s. 13, sub-s. 6 (a))—