

ing to the provisions of Chilean law, before a notary public and five witnesses. By that law "a closed will" was deemed to include the cover which contained it, and that cover was the only document on which the names of the testator, the notary and the five witnesses were signed together—the will itself being signed by the testator alone. The closed will and cover was proved in Chile and letters of administration with the will and cover annexed were granted in England. Eve, J., who heard the application, held, following the reasoning in *In re Alenominus* (1859), 20 L.J. (P.) 46, that the indorsement on the envelope and the document therein enclosed constituted one testamentary document and it was sufficient to pass real estate in England.

WILL—CONSTRUCTION—DEVISE OF REAL ESTATE AND BEQUEST OF PERSONALTY—TESTATOR POSSESSING LONG TERM LEASEHOLDS BUT NO REAL ESTATE STRICTLY SO CALLED—EFFECT OF DEVISE ON LEASEHOLDS—WILLS ACT 1837 (1 VICT. 26), s. 26—(R.S.O. c. 120, s. 29).

*In re Holt; Holt v. Holt* (1921), 2 Ch. 17. In this case a devise of real estate was held by Sargant, J., to pass leaseholds in the following circumstances. A testator who had no real estate strictly so called was possessed of two long term leaseholds, and, by his will, he gave all his "personal property" to some persons, and "all his real estate and property" to other persons, and the question therefore arose whether the gift of his real property would pass the leaseholds. The learned Judge, although holding that s. 26 of the Wills Act (R.S.O. c. 120, s. 29) did not apply, nevertheless held that, apart from the Act, the case was governed by *Rose v. Bartlett*, Cro. Car. 292, which he considered was still law, and that the leaseholds passed.

LANDLORD AND TENANT—PAROL LEASE WITH OPTION TO PURCHASE—POSSESSION TAKEN—OPTION EXERCISED IN WRITING—PART PERFORMANCE—STATUTE OF FRAUDS—SPECIFIC PERFORMANCE.

*Brough v. Nettleton* (1921), 2 Ch. 25. The plaintiff in this case made a verbal agreement with the defendant for the lease