

cable. The personality of the occupiers of the property in question, under the writing in question, was and is necessarily a matter of much concern to the plaintiff, as well as to any one else in his position. Though the defendants may well be persons who might confidently be intrusted with the rights conferred upon them by the writing in question, those to whom they might transfer their rights, in whole or in part, even in good faith, might not be—and might very injuriously affect the plaintiff's rights and interest in the land. It was and is essentially a case in which the interests of Wolf and of those claiming through him required and require that he and they should have reasonable control over the power of the defendants to substitute for themselves any one else in the exercise of the substantial rights conferred upon them in the writing in question; and so, by agreement between the parties to it, expressly and plainly set out in it, it is provided that the defendants should have no power to sublet, or to permit any person to have any interest in, or to use, any part of the property in question, for any purpose whatever, without the consent in writing of the other party to it; and that the defendants' rights under it should continue only so long as they strictly observed, complied with, and performed the terms of the writing.

In the autumn of the year 1911, the defendants entered into an agreement with one Brooker, which plainly provided for a breach of the terms of the writing in question. That which was provided for in that agreement was, substantially, a subletting of their rights, under the writing in question, for a rental of \$1,500. It was, in no substantial sense, the mere appointment of a manager for them. All the profits were to be Brooker's, and a fixed sum was to be paid to them. Brooker was to have possession, and the plaintiffs were to be out of possession of the property and profits, except an oversight of the property and business, which a landlord, under such circumstances, might well, and indeed ought to, have, to protect his own interests as landlord; and this agreement was carried out accordingly during the year 1912; and an agreement for the continuance of it during the present year has been entered into; and \$300 has been paid on this year's rent.

All this is quite in the teeth of the plain words of the writing in question against permitting any one to have any interest in or use of any part of the property; as well as, substantially, against subletting it; and no attempt to procure the consent of any one concerned was made; and it was all done with the knowledge that the plaintiff would take advantage of any and every