

1905, whether the vendors had or had not notice of the debentures and trust deed, any equity that attached to the property in favour of the debenture holders was subject to the paramount equity of the unpaid vendors, and that the mortgage to the vendors was entitled to priority over any person claiming through the company. But as to the mortgage of 7th January, 1906, he held that the security created by the trust deed and debenture was cumulative, and that the deed was not controlled by the proviso indorsed on the debentures, consequently he held that the company had no power to give this mortgage priority to the trust deed.

LANDLORD AND TENANT—COVENANT BY LESSEE—"WELL AND SUFFICIENTLY TO MAINTAIN AND KEEP IN REPAIR"—CONSTRUCTION—MEASURE OF LIABILITY.

*In re London. London v. Great Western and M. Ry.* (1910) 2 Ch. 314. This was an action to enforce a covenant by the lessee "to sufficiently maintain and keep in repair" the demised premises. The demised premises consisted of portions of the substructure and supports of Smithfield Market, for the purposes of a station. The substructure in question had been excavated and the supports of the roof thereof constructed in 1862 upon a standard of efficiency approved by referees appointed by the lessors. There was evidence that some of the girders supporting the roof and superstructure had become corroded and weakened, and in 1907 notice to repair according to the covenant was given to the lessees. In December, 1909, an originating summons was taken out to determine whether on the true construction of the covenant, the lessees were compelled to maintain the substructure thereby demised at a standard of strength and stability corresponding with that originally fixed, or whether it would be a sufficient compliance with the covenant to maintain it at such lower standard as might be actually sufficient to carry the weights and stresses imposed or to be imposed upon it, and Eve, J., answered that question by determining that the lessees were bound to maintain the structure at the standard originally fixed.

WILL—CONDITION AS TO MARRIAGE WITH CONSENT—MARRIAGE IN TESTATOR'S LIFETIME WITH HIS CONSENT—CODICIL CONFIRMING WILL.

*In re Park, Bott v. Chester* (1910) 2 Ch. 322. In this case the construction of a will was in question whereby the testator