

WILL—ANNUITY IN LIEU OF DOWER—INSUFFICIENCY OF PERSONALTY TO PAY LEGACIES IN FULL—PRIORITY OF WIDOW IN RESPECT OF HER ANNUITY IN LIEU OF DOWER.

*In re Greenwood*, *Greenwood v. Greenwood* (1892), 2 Ch. 295, Chitty, J., dissents from a dictum of Malins, V.C., in *Roper v. Roper*, 3 Ch.D. 714, 719. The point in controversy was, shortly, this, viz.: Whether a widow to whom an annuity has been bequeathed by her deceased husband in lieu of dower is entitled to priority in respect of such legacy over other legatees where the personalty proves insufficient to pay all the legacies in full and the husband has left no estate out of which she would be dowable. Malins, V.C., was in favour of giving her priority; but Chitty, J., determines that in such a case she must abate with the rest of the legatees, and that it is only where the husband leaves an estate out of which the widow would be dowable, if she so elected, that she is entitled to priority for a legacy given in satisfaction of dower.

LAND OUT OF JURISDICTION—MORTGAGE—RECEIVER.

*Mercantile Investment Co. v. River Plate Co.* (1892), 2 Ch. 303, was an application for an interim receiver of the rents and profits of certain lands in Mexico which had become vested in an English company, and of which lands the plaintiffs were mortgagees by virtue of certain debentures issued by the defendants' predecessors in title. North, J., although holding that the English company were accountable in an English court to the debenture-holders for the proceeds of such lands come to their hands, nevertheless was of opinion that the appointment of a receiver would, under the circumstances appearing in the case, be useless, and he therefore refused the motion.

LEASE—FORFEITURE—BREACH OF COVENANT—NOTICE—44 & 45 VICT., c. 41, s. 14, s-s. 1 (R.S.O., c. 143, s. 11, s-s. 1).

*Lock v. Pearce* (1892), 2 Ch. 328, is a decision of North, J., under the Conveyancing and Law of Property Act, 1881, c. 41, s. 14, s-s. 1, from which R.S.O., c. 143, s. 11, s-s. 1, is taken. That section provides that a right of entry or forfeiture under any provision in a lease shall not be enforceable unless the lessor serves on the lessee a notice specifying the breach complained of, and, if it is capable of remedy, requiring him to remedy it, "and in any case requiring the lessee to make compensation in money for the breach," and the lessee fails within a reasonable time to remedy the breach, if remediable, and to make reasonable compensation. In the present case the defendant, a lessor, had served a notice on the plaintiffs, as lessees, requiring them to remedy a breach of covenant, but the notice omitted to require them to make any money compensation. The notice not having been complied with, the defendant proceeded to recover possession for breach of the covenant. The plaintiffs then brought the present action to restrain the defendants from obtaining possession, contending that the notice was bad for not having claimed any money compensation; but although there were the cases of *Jacques v. Harrison*, 12 Q.B.D. 136, 165, and *Greenfield v. Harrison*, 2 Times L.R. 876, in favour of that view, yet North, J., relying on what is said in *Skinner Co. v. Knight* (1891), 2 Q.B.D. 542, held that the omission of a claim for money compensation in the notice did not invalidate it.