but the President directed letters of administration to issue to the widow with the second will annexed, and dispensed with any security except her own personal bond.

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

In *Lock* v. *Pearce,* (1893) 2 Ch. 271, an appeal was had from the decision of North, J., (1892) 2 Ch. 328 (noted *ante* volume 28, p. 494). The learned judge had held that a notice to remedy a breach of a covenant in a lease given under 44 & 45 Vict., c. 41, s. 14, s-s. 1 (R.S. O., c. 143, s. 11, s-s. 1) was not bad because it omitted to claim any money compensation, and the Court of Appeal (Lord Esher, M.R., and Lindley and Kay, L.JJ.) held that he was right, notwithstanding a decision of Bacon, V.C., to the contrary. The Court of Appeal also held that the plaintiff, who had raised the question by an originating summons, was wrong in point of practice, and that the proper course was to proceed by action.

COVENANT—JOINT AND SEVERAL COVENANT BY PRINCIPAL AND SURETY TO PAY ON DEMAND—DEMAND OF PAYMENT, WHEN NECESSARY—STATUTE OF LIMITATIONS (3 & 4 W. 4, c. 42), s. 3.—(R.S.O., c. 60, s. 1).

In re Brown, Brown v. *Brown,* (1893) 2 Ch. 300, a creditor applied to be let in to prove a claim against a deceased person's estate which was being administered by the court, and his application was resisted on the ground that his debt was barred by the Statute of Limitations (3 & 4 W. 4. c. 42), s. 3 (R.S.O., c. 60, s. 1). The debt sought to be proved arose under a covenant contained in a mortgage dated 26th September, 1867, in which the deceased, as surety for his son, had joined in a joint and several covenant to pay the mortgagee £3,500 "on demand," and that they would "in the meantime from the date thereof" pay interest on the same at the rate therein mentioned. The father died in November, 1872, and no demand was made against his estate until July, 1889. The present action for administration of his estate was commenced in 1880. It was contended that no demand was necessary, and that the Statute of Limitations ran from the date of the mortgage. But Chitty, J., was of opinion that the proper construction of the covenant as to the surety was that a demand was necessary before he should be liable to pay,