

Reviews of Current English Cases

WILL—REVOCATION BY MARRIAGE—EXCEPTION IN CASE OF APPOINTMENT IN EXERCISE OF POWER—VESTING OF APPOINTED INTEREST AT AGE OF 25—WILLS ACT 1837 (1 VICT., c. 26), s. 18—(R.S.O. c. 120, s. 21 (1) (c))—PERPETUITY.

In re Paul; Public Trustee v. Pearce (1921), 2 Ch. 1. Two points of interest are determined in this case by Sargant, J.: (1) that a will made in exercise of a power of appointment is not revoked by a subsequent marriage where the property appointed would not, in default of appointment, pass to any of the persons specified in the bracketed part of s. 18 of the Wills Act 1837 (R.S.O., c. 12, s. 21 (1) (c)); (2) that the postponement of the period of vesting until the appointee was 25 did not offend against the law of perpetuities.

LANDLORD AND TENANT—PROVISION AGAINST ASSIGNMENT WITHOUT LICENCE—LICENCE NOT TO BE UNREASONABLY WITHHELD—REFUSAL BECAUSE LESSOR WANTED POSSESSION.

In re Winfrey and Chatterton (1921), 2 Ch. 7. In this case Sargant, J., holds that where a lessor has agreed not to unreasonably withhold his consent to an assignment by the lessee, he is violating the agreement if he refuse to consent to an assignment merely because he wishes to get possession of the demised, and that a refusal on that ground entitled the lessee to assign without licence.

WILL—EXECUTION OF WILL IN CHILEAN FORM—"CLOSED WILL"
—SEALED ENVELOPE—SIGNATURE AND ATTESTATION ON COVER
—SIGNED BUT UNATTESTED WILL INSIDE ENVELOPE—VALIDITY
—REALTY IN ENGLAND—WILLS ACT 1837 (1 VICT. c. 26)—
R.S.O. c. 126.

In re Nichols; Hunter v. Nichols (1921), 2 Ch. 11. In this case the validity of a will in Chilean form to pass realty in England was in question. The testator was an Englishman domiciled in Chile and he executed a closed or secret will accord-