

Astbury, J., held that as there was no charge of fraud against the applicants there was no reason why the examination should have been ordered to take place in open Court and to that extent he varied the order.

LANDLORD AND TENANT—COVENANT NOT TO ASSIGN OR SUB-LET WITHOUT CONSENT—CONSENT NOT TO BE WITHHELD IN CASE OF A RESPECTABLE AND RESPONSIBLE PERSON—WITHHOLDING CONSENT—REASONABLE TIME—ASSIGNMENT WITHOUT CONSENT.

*Lewis v. Pegge* (1914) 782. This was an action by the plaintiff company as landlords to recover possession of certain demised premises on the ground that they had been sub-let by the lessee without the plaintiff's consent. The lease contained the usual covenant by the lessee not to assign or sub-let without the consent of the lessors, but provided that the consent should not be withheld in case the proposed assignee or sub-lessee was a respectable and responsible person. On April 3, 1913, the lessee notified the plaintiffs of his desire to sub-let the premises to one Higham, a respectable and responsible person, and asked the company's consent. Owing to the forgetfulness of the plaintiff's secretary the request was not brought to the attention of the directors of the plaintiff company; and on April 14, 1913, the lessee, having received no reply, sub-let to Higham and gave him possession. Neville, J., who tried the action, held that, in the circumstances, there had been no breach of covenant as the consent of the plaintiff was a pure formality and had been withheld, and he thought that in the circumstances of this case, from April 3 to April 14, was a reasonable time to wait for a reply. The action therefore was dismissed with costs.

CONTRACT—SALE OF LAND—MEMORANDUM IN WRITING—SIGNATURE BY AGENT "LAWFULLY AUTHORIZED"—SOLICITOR—PART PERFORMANCE—STATUTE OF FRAUDS (29 Car. 2, c. 3) s. 4—(R.S.O., c. 102, s. 2.)

*Daniels v. Trefusis* (1914) 1 Ch. 788. This was an action for the specific performance of a contract for the sale of land in which the defendant set up the defence of the Statute of Frauds (29 Car. 2, s. 3) s. 4, (R.S.O. c. 102, s. 2). The memorandum in writing on which the plaintiff relied came into existence in somewhat peculiar circumstances. The contract was in the first place verbally made by the defendant with one, Girdlestone, who was