ment of the bankrupt's own property, and therefore void as against creditors and the trustee in bankruptcy; but Williams, J., held that the fact that the power was held by the bankrupt jointly with another person, and could not have been executed without that person's concurrence, prevented the property being treated as the bankrupt's own, and therefore the settlement was valid as against the trustees in bankruptcy. Subsequent to the bankruptcy, the bankrupt directed the trustees of the settlement not to pay the creditors in whose favour it had been made; and another question in the case was whether it was competent for the bankrupt to revoke the trust in their favour, they not being parties to the deed, and the deed not having been communicated to them, and it was held that the trust in their favour was a mere revocable mandate, and that the trustee in bankruptcy was entitled to the balance of the fund in the hands of the trustees under the settlement.

LANDLORD AND TENANT—COVENANT BY SUB-LESSOR FOR QUIET ENJOYMENT—INTERRUPTION—RE-ENTRY BY ORIGINAL LESSOR FOR BREACH OF COVENANT.

Kelly v. *Rogers* (1892), 1 Q.B. 910, was an action for the breach of a covenant for quiet enjoyment contained in an under lease made by the defendant whereby he covenanted that the plaintiff should have quiet enjoyment, "without any interruption from or by him the said lessor, his executors, administrators, or assigns, or any person or persons whomsoever, lawfully claiming by, through, or under him." The plaintiff had been ejected by the owners of the reversion under the original lease for breach of covenant by the defendant to pay rent, and the point in controversy was whether this was a breach of the defendant's covenant. The plaintiff recovered a verdict at the trial, but the Divisional Court (Lord Esher, M.R., Fry and Lopes, L.JJ.) set it aside, holding that, the interruption being the act of the superior landlord and not that of the defendant or any person claiming by, through, or under him, there was no breach of the covenant.

DISCOVERY—INSPECTION OF BANKER'S BOOKS—AFFIDAVIT OF DOCUMENTS—PRIVILEGE—SEALING UP ENTRIES.

In *Parnell* v. *Wood* (1892), P. 137, the plaintiff had been required to produce documents, for the purpose of discovery, relating to her banking account. She had produced her pass books, sealing up certain portions thereof that she swore to be irrelevant to the matters in issue. Application was then made by the opposite parties for an order authorizing them to inspect the entries in the books of the bank, or for leave under the Bankers' Books Evidence Act, 1879, to issue a subpœna *duces tecum* to compel the bank to produce them at the trial. The Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) were agreed that the application must be refused, and that to grant it would be to destroy the rules of privilege; and as regards the subpœna, that that must be left to the judge at trial to say whether it should be issued.

PROBATE—WILLS OF HUSBAND AND WIFE—DEATH—PRESUMPTION OF SURVIVORSHIP.

In the goods of Alston (1892), P. 142, a husband and wife having made identical wills, each appointing the other universal legatee and sole executor, and sub-