

to the uses and trusts set forth in the grant to them. In 1842 this incumbent created a lease for twenty-one years (under which the plaintiffs claimed), whereby he covenanted for himself and his successors to pay for certain improvements made by the lessee of the premises, or that he or they would execute a renewal lease on terms to be agreed upon, and that until such payment for improvements or renewal of lease, the lessee should retain possession of the premises.

Held, that the incumbent, either as a trustee or rector, had no power to bind his successors to pay for improvements, or to enter into any agreement which *a priori* would extend the lease beyond the twenty-one years.

Kirkpatrick v. Lyster, 17.

RECTOR'S LANDS.

A lease of rectory land by the rector contained a covenant not to clear more than a certain portion of the land demised; that the clearing should be for agricultural purposes, in contiguous fields, not exceeding ten acres each, such fields to be enclosed in good lawful fences, "and shall be sufficiently chopped, underbrushed, logged, and burned, according to the due course of farming and good husbandry." It appeared that the lessee's cutting was not meant to be limited to what "might be necessary in working regular clearings on the land," and the lessee, with the lessor's consent, cut and sold the timber off 180 acres; but the lessee having for two years done nothing towards clearing this portion of the demised land, it was *held* that the delay was open to the objection of being contrary to "the due course of farming and good husbandry," and that the lessee was liable to damages in respect thereof.

Lundy v. Trench, 597.

REDEMPTION.

See "Mortgage," 3.
"Submitting to Decree."

REDEMPTION SUIT.

In a suit to redeem the plaintiff alleged several grounds for relief which he failed to establish, although he succeeded in shewing a right to redeem, which right the defendant had