

LEASE—COVENANT TO BUY WINE OF LESSOR AND HIS ASSIGNEES—PROVISO FOR ABATEMENT OF RENT—COVENANT RUNNING WITH LAND—ASSIGNMENT OF WINE BUSINESS—ASSIGNMENT OF LEASE—ASSIGN.

*White v. Southend Hotel Co.*, (1897) 1 Ch. 767, was an action to determine the true construction of a lease. The lease in question contained a covenant on the part of the lessee with the lessor and his assigns that he, the lessee, would not during the term buy or sell on the premises (a hotel) any foreign wines other than should have been supplied by the lessor or his assigns, and it was provided that so long as the lessee should observe the covenant the lessor should allow an abatement of £75 from each quarter's rent. The lessor died and the plaintiffs were his executors, and they sold his wine business to a firm of White & Price. The lessee assigned the lease to the defendants, and the question was whether the covenant for buying wines and proviso for the abatement of the rent were still in force, notwithstanding the assignment of the wine business by the plaintiffs, and the assignment of the lease to the defendants. The Court of Appeal (Lindley, Smith and Rigby, L.JJ.) considered that although the covenant to buy wines did not in terms include the assigns of the lessee the burden of it ran with the tenant's interest under the lease, and that the defendants as assigns of the original lessee were therefore still bound by the covenant, and entitled to the benefit of the proviso for the abatement of the rent so long as they continued to buy wines sold on the demised premises from White & Price.

INFANT—CUSTODY—GUARDIANSHIP OF INFANTS ACT, 1886 (49 & 50 VICT., C. 27), s. 5—(R.S.O., C. 137, s. 1).

*In re A. & B.*, (1897) 1 Ch. 786, an application was made by a mother of certain infants to be allowed access to them, and that they might be placed in her custody. The father and mother had been married in 1885, and had three children. The application related to the two elder children, a girl and boy, aged 10 and 6 respectively. Both parents had been guilty of adultery, but had condoned each others offences. The mother had at one time contracted the habit of excessive indulgence in intoxicating liquors, but had for upwards