

while the reversion was in him. That the covenant was not a covenant for renewal, and it was bad because it offended against the rule against perpetuity. Farwell, J., upheld the contention, first that the covenant was conditional on Austin himself obtaining the new lease, and did not cover the case of his assigns obtaining it. He was also of opinion that though if it had been a covenant for renewal it would run with the land and not be subject to the rule against perpetuity, yet that the covenant was not one for renewal, and that Austin at the time he entered into it had not such a reversion as could possibly be bound by the covenant, and therefore the benefit of the covenant did not pass to Fisher's assigns under 32 Hen. 8, c. 34, s. 2, because it was clear that the contract did not contemplate in its terms any dealing with the reversion then vested in Austin, but some new estate to be acquired from a third party. He decided to follow *Brereton v. Tuohey*, 8 Ir. C.L.R. 190, where it was held that a covenant for perpetuity renewal, entered into by a person holding a limited interest in lands, does not bind the estate beyond that interest, and therefore if the assignee of the covenantor acquire the inheritance, it is not bound by the covenant. The action was accordingly dismissed.

MORTGAGE—CHOSE IN ACTION—SHARES IN COMPANY—IMPLIED POWER OF SALE—COSTS.

Deverges v. Sandeman (1901) 1 Ch. 70. This was an action to redeem certain shares of a joint stock company, and, in the alternative, for damages for an alleged wrongful sale thereof by the defendants. The shares in question were shares to an allotment of which the plaintiff became entitled as being the holder of certain other shares of the same company. The defendants, who were the plaintiff's brokers, notified him of his right to an allotment of the shares in question and demanded a remittance to take up the allotment. The plaintiff replied that he was unable to remit, and the defendants then obtained an allotment of the shares to themselves (the other shares of the plaintiff, in respect to which they had become entitled to this further allotment, having been registered by the plaintiff in the name of the defendants). The plaintiff never having paid anything for the shares thus allotted, the defendants, about five or six months after they had obtained the allotment, sold them, believing themselves to be absolutely entitled thereto. They now submitted to account for the proceeds as