

RECENT ENGLISH DECISIONS.

was vendor as well as buyer. Taking the transaction to be a purchase by Foster of all the other members' shares in the goods, Foster was as much a co-owner as the vendor. I think it was a transfer of a special property in the goods to Foster, which was not a sale within the meaning of the section."

COVENANT IN LEASE.—ALTERNATIVE REMEDIES FOR BREACH.

In *Weston v. Metropolitan Asylum District*, p. 387, the reddendum of a lease provided for the payment of £30 rent, and a like rent of £25 "in case any of the trades, occupations or things hereinafter covenanted not to be carried on or done upon the premises, shall be carried on or done." The lessee covenanted not to carry on the said trades, etc., and the lease contained a condition of re-entry if the said rent of £30, or the said further rent of £25, in case the same should become payable, were in arrears, or in case of a breach of covenant. A breach of the above covenant having occurred, the plaintiff sued to recover the premises as upon a forfeiture of the lease. It was contended that, looking to the reddendum, the effect of the provisions of the lease was that of an agreement that the lessees might carry on the trades, or do the acts specified, on payment of a certain additional rent, not that of an undertaking by the lessees not to carry on the trades, or do the acts in question; and that on the true construction of the lease there was no forfeiture. The Court, however, held, in the words of Mathew, J., that "the additional rent must be treated as a penal rent, but not as shewing that the carrying on of the trades in question is not a breach of covenant;" or in the words of Cave, J., that "the lease gives the lessor two remedies; not that both can be exercised together, because, if the forfeiture is insisted on, thereafter no increased rent can accrue, and, if the increased rent is received, any existing form of forfeiture is waived. They are alternative remedies in my opinion."

This is the last case in this number requiring notice here, *Haywood v. The Brunswick*

Benefit Building Society, p. 403, having already been noticed, *supra* p. 175, as reported in 51 L. J. N. S. (Q. B.) 73. Proceeding to the last of the April numbers, viz. 7 P. D. pp. 5-20, *Watson v. Watson*, p. 10, is a case of a peculiarly worded will.

WILL.—GIFT OVER IN CASE OF DEATH.

The testatrix left property to her sisters Ann and Jane, and said in "case of the demise of either I hereby bequeath all and every portion of the said property to the survivor for her sole use and benefit during her or their natural lifetime." The President pointed out that the use of the concluding words of the will, "during her or their natural lifetime," took this will out of the general rule as to cases where a bequest is made to a person with a gift over in case of his death (*Jarman on Wills*, Ed. 4, vol. ii. p. 732). And he held—"The words 'during her or their lifetime' cannot be rejected, nor can they by any reasonable transposition, if that were allowable, be limited in their effect, though they are not strictly grammatical, of indicating that the estate must be taken by these persons for life only, and that there is an intestacy as to the reversion."

ADMINISTRATOR—INSOLVENT ESTATE—R. S. O. C. 46, S. 54.

In *in the goods of Wensley*, p. 13, the President, under an Imperial enactment, corresponding to the above Ontario enactment, granted administration of the estate of a deceased wife, to the creditors of the deceased husband, in order to enable them to obtain the deceased wife's share of the residuary estate of a third person, to which her estate had become entitled, in satisfaction of their debt.

This completes the review of the April numbers of the Law Reports. Turning now to the May numbers of the Law Reports, they are found to comprise 8 Q. B. D. pp. 445-586; 7 P. D. pp. 21-60; and 19 Ch. D. pp. 519-649.

CONSTRUCTION OF STATUTES—"OR" FOR "AND."

Of the first case in the above number of the