

the other two children in succession. The youngest child attained twenty-one in 1913 and the eldest son thereupon gave notice to the trustees of his exercise of his option. He resided in the house until 1919, when he let it unfurnished and removed the furniture. Eve, J., was of the opinion that he had thereby forfeited his rights, but the Court of Appeal (Lord Sterndale M.R., and Warrington and Younger, L.JJ.) were unanimously of the opinion that he had not, but on the contrary was tenant for life and as such had under the Settled Land Act (45-46 Vict. c. 38) s. 58(1) (vi.) (see R.S.O. c. 74, s. 33 (1) (g)), the power to lease the property.

LANDLORD AND TENANT—LEASE—COVENANTS—CULTIVATION IN HUSBANDLIKE MANNER—COVENANT NOT TO PLOW UP "GRASS LAND"—INTERIM INJUNCTION—DAMAGES.

*Clarke-Jervoise v. Scutt* (1920) 1 Ch. 382. This was an action to restrain a tenant from committing an alleged breach of his covenants. The demised premises consisted of 130 acres, 1 r., 31 p. of arable land and 8 acres of grass land. The lease made in 1894 contained covenants by the lessee to manage and cultivate the land in a husbandlike manner, and also that he would not plow or otherwise break up any "grass land." In 1898 the tenant laid down 40 acres more to permanent grass. On notice to quit being given to him in 1919 he claimed the right to plow up the 40 acres of grass which had been arable at the commencement of the tenancy. The action was brought to restrain him from so doing. An interim injunction was granted on the usual undertaking as to damages. Pending the action the term expired and the only question was whether the interim injunction had been rightly granted and whether the defendant was entitled to damages. Eve, J., who tried the action, held that the covenant not to break up grass was not confined to the grass existing at the commencement of the term as the defendant contended, and further on the evidence it would be an unhusbandlike management of the land to have broken up the 40 acres as the defendant threatened to do, and therefore on both grounds the plaintiff was entitled to succeed. The counterclaim for damages he held was not necessary, as, without such claim, the defendant would have been entitled to an inquiry on the plaintiff's undertaking, and he dismissed it with costs.

POWER OF APPOINTMENT—SPECIAL POWER—APPOINTMENT BY WILL—SUBSEQUENT APPOINTMENT BY DEED IN FAVOUR OF THE SAME APPOINTEE—ADEMPTION—MOTHER AND CHILD—RULE AGAINST DOUBLE PORTION.

*In re Eardley, Simeon v. Freemantle* (1920) 1 Ch. 397. The question in this case was whether an appointment by will, followed