

after her death to divide his estate among his six children. Part of the residuary estate consisted of an estate *pur autre vie* in a certain fund which produced £244 a year; and also two policies for £1,000 and £750 on the life of the *cestui que vie*. The premiums on these policies amounted to £60. The whereabouts of the *cestui que vie* were unknown and it was not certain whether he was alive, he having disappeared some years ago. The question was, whether the trustees could, in the circumstances, postpone conversion of the estate *pur autre vie*, and the policies. The present surrender value of the latter was £380, and to offer the estate *pur autre vie* for sale in the absence of being able to prove that the *cestue que vie* was alive, would, as the judge found, be ruinous. Warrington, J., in these circumstances, held that the trustees were justified in postponing conversion, and that the widow was entitled to the full amount of the income from the estate *pur autre vie*, and that the life policies were reversionary interests, which, when they fell in, would form capital, and that the premiums for keeping them alive must be paid out of capital.

BUILDING SCHEME—RESTRICTIVE COVENANT—ALTERATION OF CHARACTER OF DISTRICT—BREACH OF COVENANT—INJUNCTION.

*Sobey v. Sainsbury* (1913) 2 Ch. 513, was an action to enforce by injunction, a restrictive covenant made by a purchaser of land laid out as a building scheme. The deed was made to a society which purchased part of the land included in the scheme, and contained a covenant by the grantees against the erection or use of buildings on the estate other than as private dwellings, professional premises, or lodging houses. This deed was made in 1888, and the vendor bound himself in like manner not to erect, or suffer to be erected, buildings on the rest of the estate other than of the character above-mentioned. Between 1888 and the commencement of the action, beginning about 1890, there had been an enormous increase of population, and a corresponding change had taken place in the character of the road on which the property in question fronted; and a hotel and many shops had been erected, and what had previously been private houses had been turned into shops, and the character of the neighbourhood had been changed, and it had ceased to be residential. The defendant proposed to erect a shop on the property in question and the plaintiff refused to consent to his doing so, except on the terms of his paying £100, which the defendant refused to pay, whereupon the plaintiff brought the present action to restrain