

tion as casting light on the construction to be placed on the Canada Patent Act (R.S.C. c. 69), s. 44. The application was made under the English Patent Act, which is somewhat wider in its terms, for a compulsory licence to manufacture a patented invention, on the ground that the reasonable requirements of the public were not satisfied by reason of the refusal of the patentee to make, construct, use or sell the invention. The application was heard by Warrington, J., who held that mere default in supplying the patented article, or granting a licence to any individual, does not necessarily amount to a default in supplying the article within the meaning of the statute, and that what is aimed at is a default in supplying the public at large. That the statute does not authorize the granting of a licence to the public generally, but merely to particular applicants.

LANDLORD AND TENANT—COVENANT BY LESSEE NOT TO ASSIGN OR  
SUB-LET WITHOUT LEAVE—INTERPRETATION CLAUSE IN LEASE  
—COVENANT RUNNING WITH THE LAND.

*Re Stephenson & Co., Poole v. The Company* (1915) 1 Ch. 802. The defendants were sub-lessees of a lease, which contained a covenant by the lessees not to assign or sub-let without the consent of the lessors. The lease contained an interpretation clause to the effect that the term "lessees" should include the executors and administrators of the lessees. The original lessees, with the consent of the lessors, had sub-let the demised premises to the defendants in 1899. The defendants wished to assign the sub-lease to another company, but the latter company took the objection that it could not do so without the consent of the original lessors. The defendants claimed that, as "assigns" were not named in the covenant nor in the interpretation clause, they were not bound by it; but Sargant, J., who heard the summons, held that, notwithstanding the omission of the word "assigns" in the covenant and the interpretation clause, the covenant ran with the land and bound the assigns, and the omission of the word "assigns" from the interpretation clause could not be held to indicate any contrary intention.

PERPETUITY—SETTLEMENT—GIFT OVER FOR LIFE TO PERSONS IN  
ESSE PRECEDED BY INTERESTS VOID FOR REMOTENESS.

*In re Hewett, Hewett v. Eldridge* (1915) 1 Ch. 810. An antenuptial marriage settlement was in question in this case whereby the settlor limited personal property, on the death of the settlor and his intended wife, for all the children of the marriage who,