

circumstances of this case the order might be made, on the trustee undertaking to have another trustee appointed in case children of the marriage should be born.

LANDLORD AND TENANT—COVENANT FOR RENEWAL—CONSTRUCTION.

*Wynn v. Conway* (1914) 2 Ch. 705. In this action the construction of a covenant for renewal in a lease was in question. The lease was for twenty-one years, and the covenant in question provided that "at the expiration of the first eleven years of the term hereby granted, in case the lessee shall surrender or resign these presents and the term of twenty-one years hereby granted to the lessors, and upon such surrender as aforesaid, and paying to the lessors at the expiration of eleven years aforesaid, or upon the 29th day of September next after the determination of the said eleven years, £7 10s., for a fine for the said premises, then the lessors shall and will at the proper costs and charges of the lessee grant unto the lessee a new lease of the premises with the appurtenances for the like term of twenty-one years, to commence from the expiration of the said eleven years at, with and under the like rents, covenants and agreement as are in these presents mentioned, expressed or contained, and so often as every eleven years of the said term shall expire will grant and demise unto the said lessee such new lease of the said premises upon surrender of the old lease as aforesaid and paying such fine of £7 10s. on the day or time hereinbefore limited or appointed." The Court of Appeal (Lord Cozens-Hardy, M.R., and Eady and Pickford, L.JJ.) agreed with Joyce, J., that upon the true construction of the covenant the lessee was entitled to a perpetual renewal of the lease at the end of every successive period of eleven years, on surrender of the then existing lease and paying the stipulated fine.

EXECUTOR—RIGHT OF RETAINER—COVENANT TO PAY TO TRUSTEES OF MARRIAGE SETTLEMENT—STATUTE BARRED DEBT—CESTUI QUE TRUST OF DEBT ONE OF SEVERAL EXECUTORS OF COVENANTOR.

*Re Sutherland, Michell v. Bubna* (1914) 2 Ch. 720. In this case a right of retainer by an executrix was set up in somewhat peculiar circumstances. The claimant was the dowager duchess of Sutherland, and the claim arose in this way. By her father's marriage settlement in 1872 he covenanted to pay £3,000 to the trustees of the settlement. The duchess was the sole issue of the