

vendors acquired title had been made with reference to a plan; and he expresses the opinion that in all simple cases where a plan would assist the description, the purchaser has a right to have a plan on the conveyance.

WILL—TRUSTS OF REAL ESTATE—POWER OF SALE—CONVERSION
AFTER DEATH OF HEIR AT LAW—REAL OR PERSONAL ESTATE.

In re Dyson, Challinor v. Sykes (1910) 1 Ch. 750. Perhaps since our Devolution of Estates Act in Ontario, questions of the kind discussed in this case may not be of much importance here. The facts were that land had been devised in trust for Jane Dyson for life with a gift over upon trusts that failed in Jane Dyson's lifetime, so that the equitable remainder in fee became vested in the testator's heir at law, under the will the trustees had an absolute power of sale over the land. This power was not exercised until after the death of the heir at law, and the question was whether the proceeds were to be regarded as real or personal estate. Neville, J., held that the person entitled to the heir at law's real estate at the date of the sale, and not his personal representative, was entitled to the proceeds of sale, because the conversion did not take place until the power of sale was exercised.

LANDLORD AND TENANT—COVENANT NOT TO ASSIGN WITHOUT
LEAVE—CONSENT NOT TO BE WITHHELD FROM "A RESPECTABLE
AND RESPONSIBLE PERSON"—ASSIGNMENT TO A LIMITED COM-
PANY AFTER CONSENT REFUSED—FORFEITURE OF LEASE.

Wilmott v. London Road Car Co. (1910) 1 Ch. 754 turns upon the construction of a covenant in a lease not to assign without the lessor's consent. The lease provided that the consent of the lessors would not to be withheld to an assignment "to a respectable and responsible person." The lessee desired to assign to a limited company, and the lessors refused to consent, whereupon the lessee assigned to the company without consent, and Neville, J., held that by so doing he had forfeited his lease, because a limited company is not "a respectable and responsible person" within the meaning of the covenant.

LANDLORD AND TENANT—AMBIGUITY IN LEASE—COUNTERPART—
FORFEITURE—RELIEF AGAINST FORFEITURE—NEGLIGENCE.

In *Matthews v. Smallwood* (1910) 1 Ch. 777 three points are decided by Parker, J. First, that where there is a patent am-