

the end of the third, seventh, or fourteenth year of the term, on giving six months' previous notice, and paying all rent, and observing all covenants; and that upon such notice the term should cease without prejudice to the remedies of either party in respect of any antecedent breach of covenant. The lease contained the usual covenant by the lessee to repair and deliver up in good and substantial repair. Under the provision in the lease the defendants gave notice six months prior to the end of the seventh year of the term of their intention to terminate the lease. At the time the notice was given the demised premises were out of repair, and the lessees commenced repairs shortly before, and completed them a few days after, the date for the determination of the lease. Neville, J., who tried the action, held that the performance of the covenant to repair was a condition precedent to giving the notice, and that the lessees being in default in respect of their covenant to repair, the notice was invalid, and the lease was still subsisting, notwithstanding the qualifying words "without prejudice, &c."

**VENDOR AND PURCHASER—GROUND RENTS—CONTRACT—CONSTRUCTION — MISDESCRIPTION — RESCISSION — "MISSTATEMENT" OR ERROR IN DESCRIPTION OF PREMISES."**

*Lee v. Rayson* (1917) 1 Ch. 613. This was an action by a purchaser of land for a rescission of the contract on the ground of material misrepresentation as to the property agreed to be sold. By the agreement in question the vendor agreed to sell 13 freehold houses let on six leases for a term of 99 years at ground rents amounting in the aggregate to £72. One pair of houses were described as rented at one entire rent of £11:10:0. Each of the next four pairs at one rent of £11 and the last three at one rent of £16:10:0. The title shown was for 12 houses rented at £5:10:0. each; and one at £6. The contract contained a provision that if there be "any misstatement or error in the description of the premises" no compensation should be allowed, or the sale annulled. Eve, J., who tried the action, held that the property which the vendor offered to convey was substantially different from that which he had contracted to sell, and that the clause providing as to misstatements did not apply and the purchaser was entitled to a rescission of the contract, and a return of his deposit.

**POWER OF APPOINTMENT—SPECIAL POWER TO APPOINT BY WILL—DONEE WITH ITALIAN DOMICILE—EXERCISE OF POWER BY UNATTESTED WILL—CONFLICT OF LAWS—WILLS ACT 1837 (1 VICT. c. 26) ss. 9, 10, 27—(R.S.O. 1914, c. 120, ss. 12, 13, 30).**

*In Re Wilkinson, Butler v. Wilkinson* (1917) 1 Ch 629. This