secondly, that the remedy was by committal and not by attachment, and that in that case personal service of the notice of motion was necessary. As to the first point, Cozens-Hardy, J., held that service of the order was unnecessary; but on the second point he was of opinion that the proper remedy for breach of an undertaking, whether positive or negative, is committal, and that personal service of the notice of motion was necessary, and he refused the motion, with costs.

POWER OF APPOINTMENT—EXERCISE OF POWER BY WILL—FOREIGNER.

Pouey v. *Hordern* (1900) 1 Ch. 492, presents some features of similarity to *Re Price*, noted ante, p. 369. In this case, also, a domiciled Frenchwoman had a power of appointment by will over a fund under an English settlement. She made a will in France reciting the power and purporting to execute it in favour of her daughter, the plaintiff. It was contended that, inasmuch as the testatrix had married a domiciled Frenchman without a settlement, any property she was entitled to was subject to the French law as to comity of goods, and therefore that she could not dispose of or appoint the fund in question in favour of her daughter. Farwell, J., however, was of opinion that the distinction between power and property is well settled, and that the exercise of a power is not a disposition of property, and that the exercise of the power was in no way affected by any disability which the testatrix may have been under as to the disposition of her own property.

LANDLORD AND TENANT—FORFEITURE OF LEASE—BREACH OF COVENANT—NOTICE OF BREACH, BAD IN PART—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT., C. 41), S. 14—(R.S.O. C. 170, S. 13(1)).

In *Pannell* v. *City of London Brewery* (1900) 1 Ch. 496, the point discussed by Buckley, J., was whether a notice of breaches of covenant in a lease given under the Conveyancing & Law of Property Act, 1881, s. 14, (R.S.O. c. 170, s. 13 (1)), is bad in toto if it turns out that, although some of the alleged breaches have occurred, others alleged, have not taken place, or that the lessor is not entitled to rely on them. This point he determined in the negative, and in doing so distinguishes *Horsey* v. *Steiger* (1899) 2 Q.B. 79 (noted ante, vol. 35, p. 672), where the notice he considers was held bad, not because it included an alleged breach, which