

with the land, but not to impose on the covenantor liability for the acts of his assigns. He further was of the opinion that strictly under the covenant it was the defendant's duty to submit plans, but that in an action founded on that breach the damages would only be nominal. The action was therefore dismissed with costs. We may note that with regard to the form of the covenant the learned judge says: "The form of covenant is a covenant by the purchaser for himself, his executors, administrators and assigns that he will not do a particular act. Is such a covenant—as the plaintiff argues it is—equivalent to a covenant by the purchaser for himself, his executors, administrators and assigns, that he, his executors, administrators and assigns will or will not do the particular act? I do not think it is," but he goes on to say that he could find no authority upon the point.

TRUSTEES—GIFT TO PERSONS UPON TRUST WITHOUT ADDING "AND THEIR TERMS"—INABILITY OF EXECUTOR OF LAST SURVIVING TRUSTEE TO EXECUTE TRUST — CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44-45 VICT. C. 41) s. 30—(R.S.O. C. 127, ss. 3, 4.

*In re Crunden and Meux* (1909) 1 Ch. 690. This was an application under the Vendors & Purchasers Act for the purpose of determining whether the vendors were competent to convey the land in question. The property was part of the freehold estate of a testator who died in 1833, and by his will he had devised it to three trustees without adding the words "and their heirs" upon trust for sale, as if they were absolute owners; all of the trustees were dead, and the vendors were the executors of the last surviving trustee. Parker, J., held that for want of the words "and their heirs" in the will the executors of the last surviving trustee were not competent to execute the trust, and were therefore not able to make title.

INSURANCE (MARINE) — "PIRATES," MEANING OF IN POLICY — SEIZURE OF GOODS BY POLITICAL MALCONTENTS—"WARRANTED FREE OF CAPTURE, SEIZURE AND DETENTION, PIRACY EXCEPTED"—EJUSDEM GENERIS.

*Bolivia v. Indemnity Mutual Marine Assurance Co.* (1909) 1 K.B. 785. This was an action on a policy of marine insurance on goods. The goods were shipped on a vessel for carriage from a place at the mouth of the Amazon to a place far inland upon a tributary of a tributary of that river, at a place in Bolivia