

lessors as they might see fit, notwithstanding such building might interfere with the light or air then, or at any time thereafter, enjoyed by the lessees or occupiers of the demised premises. The lessors owned some property on the opposite side of the street, and for more than twenty years past no alteration had been made in the buildings thereon, but after the plaintiffs' lease had run over twenty years the defendant, in pursuance of an agreement with the lessors, pulled down the premises on the opposite side of the street and erected new buildings, which admittedly interfered with the plaintiffs' light. It was contended that the premises on which the buildings were erected were not "adjoining or contiguous" to the demised premises, and that the clause in the lease above referred to only prevented the erection of the new buildings being termed a derogation from the lessor's grant, but did not prevent the lessees acquiring a prescriptive right to the light; but North, J., was of opinion that it amounted to an express agreement that the lessees should only be entitled to the enjoyment of the light until the lessors should see fit to obstruct it. He, moreover, held that the opposite premises were "adjoining or contiguous" to the demised premises, on the ground that, according to English law, the plaintiffs' lease and the defendant's agreement passed by implication the subsoil of the street, *usque ad medium filium viæ* (subject to the rights of the local authority in the surface of the street); but it is open to doubt how far that reasoning would be applicable in Ontario, having regard to the provisions of the Municipal Act respecting highways. See 55 Vict., c. 42, ss. 524, 525, 527 (O.).

WINDING UP—ENFORCEMENT OF CALLS—POWERS OF DIRECTORS OF COMPANY IN LIQUIDATION—COMPANIES ACT, 1862 (25 & 26 VICT., c. 89), s. 123, s-s. 5; s. 139 (R.S.O., c. 183, s. 8, s-s. 6; s. 22, s-s. 2; R.S.C., c. 129, s-s. 34, 49).

*In re Fairbairn Engineering Co.*, (1893) 3 Ch. 450, an application was made to North, J., by the liquidators of a company in liquidation in order to obtain the opinion of the court whether a general meeting of the company could be called under the Companies Act, 1862, with the sanction of the liquidator, for the purpose of electing directors and sanctioning the exercise by them of the powers vested in the directors by the articles of association for enforcing the payment of calls. North, J., held that such meetings might be called, and directors elected and empowered