BELANGER, J., said the only question was whether the plaintiff had a right of action against the defendant for these taxes and assessments, when at the time he took out his action he himself had not paid them to the Corporation. By the terms of the lease the tenant, defendant, was bound to pay the taxes which might be imposed on the premises leased during the term of the lease. By virtue of this stipulation the defendant became bound to pay the taxes to the Corporation to the exoneration of the plaintiff. The default of the tenant to pay the taxes could not, *de plein droit*, give plaintiff a right to demand payment of them, without having himself paid them to the Corporation. The taxes being exigible by the Corporation from the tenant as well as from the landlord, the tenant was bound to pay to the lessor only when the lessor brought him a receipt from the Corporation. Otherwise the tenant would be exposed to the obligation of paying a second time, if the lessor, after receiving the taxes from the tenant, did not pay them over to the Corporation. His Honor said he could not adopt the doctrine recently promulgated by certain judgments of this Court, giving a right of action to the lessor for the recovery of assessments, without having previously paid them himself. The lessor was not a creditor, as regards the taxes, until he had paid them to the Corporation, and he had no right to demand payment. The action would be maintained as regards the amount of the rent due, but dismissed as regards the assessments.

Lasalle, for plaintiff.
J. & W. Bates, for defendant.

CURRENT EVENTS.

ENGLAND.

SIR JOHN HOLKER.—It is rumored that the Attorney General will at no distant date take the place of the Chief Baron of the Exchequer Division of the High Court of Justice. The present Chief Baron (Kelly) is eighty-four.

LIFE ASSURANCE—CONCEALMENT OF MATERIAL FACTS.—To the questions, "Has a proposal ever been made on your life at any other office or offices? If so, when? Was it accepted at the ordinary premium, or at an increased premium, or declined?" the answer was: "Insured now in two offices for £16,000, at ordinary rates, policies effected last year." The answer was true so far as it went; but the applicant had made proposals for policies to several life offices which had been declined. *Held*, that there had been a concealment of material facts, such as entitled the company to have the contract rescinded. In the contract of life insurance *uberrima fides* is required.—*London Assurance* v. *Mansel*, 41 Law Times, 225.

EASEMENT—TWENTY YEARS' USE.—A confectioner had for more than twenty years used large mortars in his back kitchen, which abutted on the garden of a physician. Subsequently the physician erected in his garden a consulting room, one of the side walls of which was the party wall between the confectioner's kitchen and the garden. The noise and vibration caused by the use of the mortars, which had previously caused no material annoyance to the physician, then became a nuisance to him, and he brought an action for an injunction. *Held*, that the defendant had not acquired an easement either at common law or under the Prescription Act, and that the plaintiff was entitled to an injunction.—*Sturgess* v. *Bridgman*, 41 Law Times, 219.

EXPEDITION.—A case of *Gilbert* v. *The Comedy Opera Company, Limited*, came before the Master of the Rolls on the morning of Friday, the 1st November, about twelve o'clock at noon. His Lordship granted an injunction in the case, whereby the defendant company were restrained from performing the comic opera called "H.M.S. Pinafore" at the Opera Comique Theatre. By special leave an appeal by the company from this decision came on before the Court of Appeals at Lincoln's Inn on the afternoon of the same day, and after argument the order of the court below was reversed. The costs of the motion to the Rolls were made costs in the cause, and the plaintiff was ordered to pay the costs of the appeal. We hear a good deal about the law's delay, but the rapidity with which the opera company succeeded in getting before the Court of Appeal and inducing that court to reverse the decision of the court below must have astonished the plaintiff in the action, and a good many lawyers into the bargain. The injunction itself had been obtained upon unusually short notice.—*London Law Times.*