

with the verbal consent of the lessor, at his own expense opened some ventilators in one of the demised buildings. At the time the lease was made the adjoining property, owned by the lessor, was for the most part open and unbuilt upon. The lessor having died, his reversion in the demised premises and also his estate in the adjoining premises had been purchased by the defendants, who had erected buildings on the latter which interfered with the free access of air to the plaintiff's timber yard, and hindered the drying of the timber, and he particularly complained that the ventilators above mentioned were obstructed. Chitty, J., while of opinion that the defendants had derogated from the grant of their predecessor in title by the erection of the buildings, yet was of opinion that the damage sustained by the plaintiff was not of a sufficiently serious nature as to warrant the granting of an injunction, and he directed an inquiry as to damages; and as to the obstruction of the ventilators, he was of opinion that what had taken place merely amounted to a parol license to construct the ventilators which was revocable, and therefore that the obstruction of the ventilators could not be restrained, but that the plaintiff was entitled to damages for the obstruction having been made without reasonable notice of the revocation of the license. How far this case would be of authority in Ontario, having regard to the Registry Act, is open to question. See, however, *Israel v. Leith*, 20 Ont. 361.

FUND IN COURT—STOP ORDER—PRIORITY.

In *Mack v. Postle*, (1894) 2 Chy. 449; 8 R. July 167, it was held by Stirling, J., that a subsequent chargee on a fund in court, without notice of a prior charge, will obtain priority over such prior charge by first obtaining a stop order against the fund.

COMPANY—WINDING UP—CONTRIBUTORIES—UNDERWRITING AGREEMENT.

In *re Harvey's Oyster Co.*, (1894) 2 Ch. 474, was a winding-up proceeding in which certain persons who had been placed on the list of contributories applied to have their names removed. The applicants, it appeared, had made an agreement with one James Harvey, the promoter of the company, whereby they agreed, in consideration of a commission, at any time within three months, "if and when called upon by him," to subscribe or find responsible subscribers for "a certain number of shares in the company," and authorized Harvey, in the event of "their not sub-