

as well as on the authority of *Popplewell v. Hodkinson*, (1869), L.R. 4 Ex. 248, the withdrawal of subterranean water-support from a neighbour's land in the course of clearing one's own land, even though it damages the neighbour's land, gives no cause of action. The majority however differed from Williams, L.J., on the fact, holding that in the present case the plaintiff's land was not supported by a stratum of water, but by a bed of wet sand or running silt, and therefore *Popplewell v. Hodkinson* did not apply. From a note at the end of the case, it appears that the Judicial Committee of the Privy Council in *Trinidad Asphalt Co. v. Ambard*, on July 8th last, held that *Popplewell v. Hodkinson* does not apply where the substratum of support was asphaltum or pitch.

LEASE—OPTION TO PURCHASE—EQUITABLE ASSIGNEE—POSSESSION.

In *Friary H. & H. Breweries v. Singleton* (1899) 2 Ch. 261, the decision of Romer, J., (1899) 1 Ch. 86 (noted ante p. 221) was affirmed on the point of law, but reversed on the facts, the Court of Appeal (Lindley, M.R., Jeune, P.P.D., and Rigby, L.J.) being of opinion that the correspondence, the effect of which had not been brought to the attention of Romer, J., established that the parties had proceeded on the assumption that the plaintiffs, though merely equitable assignees, were entitled to exercise the option of purchase, and that the defendant the reversioner in fee, waived the notice required by the law to be given of the intention to exercise the option.

NOTICE—GROSS NEGLIGENCE—PRIORITY.

Oliver v. Hinton (1899) 2 Ch. 264, is a case which could hardly arise under the Ontario system of registration of deeds, but it may be useful to refer to it, as bearing generally on the doctrine of notice. The facts were simple, the defendant had purchased a parcel of land and obtained a conveyance, but in carrying out the transaction he employed an unprofessional agent, who innocently neglected to call for the production of the title deeds, which had been deposited by way of mortgage with the plaintiff. The Court of Appeal (Lindley, M.R., Jeune, P.P.D., and Rigby, L.J.) agreed with Romer, J., that this amounted to such gross negligence on the part of the purchaser as to disentitle him to the protection of the court as a bona fide purchaser for value without notice.