

expropriated the interest of a lessee in certain leasehold premises, which were subject to a covenant by the lessee not to assign without the consent of the lessors. The plaintiffs subsequently found that they did not require the premises for their own use and proposed to underlet them to an intended tenant for the residue of the term less three days. The lessors on being applied to refused to consent to the under lease. The action was therefore brought for a declaration that the plaintiffs were entitled to make the proposed underlease without the lessor's consent. Joyce, J., however, dismissed the action, holding that the plaintiffs were not possessed of an absolute term of years, but merely of the estate and interest of the lessee whose rights they had expropriated, and that the term was subject to the liability of being terminated in the event of an assignment without the lessors' consent; and that the plaintiffs' statutory powers only enabled it to dispose of such estate or interest as they might have, and did not enable them to bar the defendant's right of entry for breach of the covenant in question.

PRACTICE—THIRD PARTY NOTICE—APPLICATION FOR LEAVE TO
SERVE THIRD PARTY NOTICE—SERVICE ON PLAINTIFF—EX
PARTE APPLICATION.

Furness v. Pickering (1908) 2 Ch. 224 seems to shew that hitherto there had been a different practice prevailing in the King's Bench and Chancery Divisions as to the mode of making applications for leave to serve third party notices; the rule apparently being to move ex parte in the King's Bench Division and on notice to the plaintiff in the Chancery Division. Joyce, J., was of the opinion that the application may properly be made ex parte in the Chancery Division, subject always to the jurisdiction to order the plaintiff to be notified if the court should see fit. In this case the action was against some directors of a company and the defendants sought to notify a co-director against whom they claimed contribution, and the order was made notwithstanding the opposition of the plaintiff.

COMPANY—ALLOTMENT OF SHARES—MINIMUM SUBSCRIPTION—
CHEQUES FOR SHARES NOT PAID BEFORE ALLOTMENT—DELAY
IN PRESENTMENT—INVALIDITY OF ALLOTMENT—NOTICE OF
AVOIDANCE WITHIN ONE MONTH—LEGAL PROCEEDINGS AFTER A
MONTH—COMPANIES ACT, 1900 (63-64 VICT. C. 48) SS. 4, 5—
(7 EDW. VII. C. 34, SS. 106, 107 (ONT.)).

In re National Motor Mail Coach Co. (1908) 2 Ch. D. 228 a shareholder made a summary application to cancel the allot-