BANKRUPTCY—PETITIONING CREDITOR—RECEIVER.

In re Sacker, 22 Q.B.D. 179, it was decided by the Court of Appeal that an interim receiver in an action is not competent to be a petitioning creditor in bankruptcy against the defendant, against whom he has been appointed, upon his default in paying over moneys to the receiver pursuant to the order of the Court.

RECEIVER BY WAY OF EQUITABLE EXECUTION—BANKRUPTCY—SECURED CREDITOR.

In re Dickinson, 22 Q.B.D. 187, the Court of Appeal also held that a judgment creditor who has procured the appointment of a receiver of chattels of his debtor by way of equitable execution, is not a secured creditor, and in the event of the bankruptcy of the debtor, the trustee in bankruptcy is entitled to the chattels then unsold as against the receiver.

EASEMENT—RIGHT OF WAY—GRANT OF WAY BY GENERAL WORDS—"WAYS NOW OR HERETOFORE HELD OR ENJOYED."

Roe v. *Siddons*, 22 Q.B.D. 224, is a decision of the Court of Appeal (Lord Esher, M.R., and Fry and Lopes, L.JJ.), reversing a decision of Cave and A. L. Smith, JJ., upon a question arising in the construction of certain words used in a conveyance. In 1872 the owner of two adjoining parcels of land granted one of them to the plaintiff and the other to the defendant. In the grant to the plaintiff were the general words: "together with all ways and easements and appurtenances whatsoever to the said tenement and premises hereby granted, or any part thereof now *or heretofore* held or enjoyed or reputed or known as part or parcel thereof or appurtenant thereto." Prior to 1852 the occupiers of the two tenements had used in common a formed private road for the purpose of going to and from their respective tenements to the high road. There was access to the plaintiff's tenement from the high road by another way, but the only access to the defendant's tenement was by means of that road. In 1852, by the permission of the owner, the then occupier of the plaintiff's tenement built a wall which entirely separated his tenement from the private road, and from that time down to 1872 and afterwards, with one exception, down to the issue of the writ, the occupiers of the plaintiff's tenement made no use of the private road. Cave was of opinion that the right of way existing in favor of the owners of the plaintiff's premises prior to 1852, passed under the general words as a way "heretofore held or enjoyed," but from this A. L. Smith, J., dissented, and the Court of Appeal arrived at the same conclusion as he did. The Court of Appeal base their decision on the ground that in order to maintain the plaintiff's right to the way in question, it would be necessary to alter the physical condition of the property from what it was at the time of the grant to the plaintiff, to what it formerly was, and this they considered prevented the ordinary general words from being treated as disclosing any intention to give the right.

None of the cases in the Probate Division seem to require notice here.

INJUNCTION—RESTRICTIVE COVENANT—ANNOYANCE AND GRIEVANCE.

Turning now to the cases in the Chancery Division, the first requiring attention is *Tod-Heatly* v. *Benham*, 40 Chy. D. 80. This was an action for an injunction