the defendants it was set aside by the Court of Appeal (Collins, M.R., and Stirling and Mathew, L.JJ.) on the ground that debentures do not come within the words "stock or shares," and therefore are not the subject of a charging order under the Act.

NUISANCE—OVERHANGING TREES—DAMAGES—INJUNCTION.

Smith v. *Giddy* (1904), 2 K.B. 448, strange to say, is a case of first impression. It was an action for damages occasioned by the defendant permitting his trees to overhang the plaintiff's premises, and for an injunction to restrain him from continuing the nuisance. No precedent for such an action could be found, and the plaintiff was nonsuited in the County Court, but the Divisional Court (Wills and Kennedy, JJ.) reversed the decision and directed a new trial, holding that the plaintiff was entitled to the relief claimed and was not shut up to the remedy of himself lopping off the offending branches.

LANDLORD AND TENANT—STATUTE COMPELLING TENANT TO PAY CHARGES IMPOSED BY LOCAL AUTHORITY AND AUTHORIZING HIM TO DEDUCT SAME FROM RENT—COVENANT BY TENANT TO PAY CHARGES IMPOSED BY LOCAL AUTHORITY—DISTRESS.

Skinner v. *Hunt* (1904) 2 K.B. 452, is an instance of the temerity with which some suitors embark in litigation. The plaintiff was tenant of premises and covenanted with his lessor to pay any charges imposed on the premises by the local authority. A statute provided that the local authority might require a tenant to pay charges imposed by it on the demised premises, and provided that what the occupier should so pay he might deduct "out of the rent from time to time becoming due in respect of the said premises as if the same had been paid to such owner as part of the rent." Charges were imposed by the local authority and paid by the tenant. The landlord having subsequently distrained for his rent without making any deduction in respect of the amount so paid the present action was brought claiming that the distress was illegal, and that the payment to the local authority was a payment of rent. Strange to say, Ridley, J., gave judgment for the plaintiff, but the Court of Appeal (Williams, Stirling, and Cozens-Hardy, L.JJ.) had not much difficulty in reaching the conclusion that the payment to the local authority was not a payment of "rent," but a payment of charges and expenses imposed by the local authority, and though under the statute the plaintiff had a