

gardens in rear of houses B and C from Park Road by a tiled passage, which, however, was only suitable for a foot way and not for vehicles. As Kay, J., points out, at the time of the grant to the defendants, owing to the unity of possession in their grantor, the way in question was not an easement, and the question between the parties was whether this way passed to the defendants as a way of necessity? and if it was not a way of necessity, could it be held to pass to the defendants by implied grant? On the first point, the learned judge was clear, that the right to the lane could not be maintained on the ground of its being a way of necessity, because of the existence of the tiled passage; but on the other point he was of opinion that the lane came under the head of an apparent and continuous easement, and passed by implied grant to the defendants. We may remark that in *Gale on Easements*, it is laid down that a right of way is not a continuous and apparent easement.

WILL—CONSTRUCTION—"PROPERTY AT MY BANK."

*In re Prater Desinge v. Beare*, 37 Chy. D. 481, the Court of Appeal (Lord Halsbury, L.C., and Cotton and Bowen, L.JJ.), reviewed the decision of Chitty, J., 36 Chy. D. 473, noted *ante* p. 70. The question at issue was the meaning of a bequest of "half my property at R.'s bank," there being at the time of the will, and of the death of the testator, a cash balance and also certificates of shares, some inscribed and some transferable by delivery at the bank named. Chitty, J., decided that only half the cash balance passed, but the Court of Appeal hold that half of the shares of which the bank held the certificates also passed.

COMPANY—WINDING UP—CONTRIBUTORY—AGREEMENT TO APPLY DEBT IN PAYMENT OF CALLS.

*In re Land Development Association*, 37 Chy. D. 508, will be of interest to those engaged in winding up proceedings. Kent was a shareholder of the company in liquidation, whose directors were empowered to receive from shareholders payment in advance for future calls. He had purchased a debt due by the company and applied to the directors to apply a sufficient part of the debt in paying up his shares in full. The directors passed a resolution authorizing this to be done, but no entries were made in the company's books for carrying the proposed transaction into effect. The company was subsequently ordered to be wound up, and it was held by Kay, J., that the resolution of the directors, not being followed up by any entry in the books of the company showing that the shares had been paid up, the transaction did not amount to payment in cash, and that Kent therefore remained liable for calls in respect of the shares, under sec. 25 of *The Companies' Act*, 1867, which provides that every share in any company shall be deemed and taken to have been issued, and to be held subject to the payment of the whole amount thereof in cash, unless the same shall have been otherwise determined by a contract duly made in writing and filed with the Registrar of Joint Stock Companies, on or before the issue of such shares; "no such contract having been filed.