

that in 1891 this lease was surrendered, and a new lease granted on the terms that defendants would erect new buildings on the land. It was admitted that the new buildings would interfere with the plaintiffs' light. It was held by Kekewich, J., that easements of light do not come within 2 & 3 W. 4, c. 71, ss. 1, 2 (R.S.O., c. III, ss. 34, 35), but were governed by s. 3. The corresponding section to this section was repealed in Ontario by 43 Vict., c. 14, s. 1 (R.S.O., c. III, s. 36), which, however, in effect, preserves rights theretofore acquired thereunder. 2 & 3 W. 4, c. 71, s. 3, provided, in effect, that the uninterrupted enjoyment of light for twenty years shall give an absolute and indefeasible right thereto. This section, however, does not purport to bind the Crown, as do sections 1 and 2 (R.S.O., c. III, ss. 34 and 35). Kekewich, J., therefore, held that the Crown would not be bound by that section, but he was of opinion that the Crown's lessees were, and that, notwithstanding the surrender of the original lease, the defendants' interest as the lessees under the new lease would be subject to the easement of the plaintiffs until 1914, when the original lease would expire. But the Court of Appeal (Lindley, Lopes, and Smith, L.JJ.) held that the plaintiffs, not being able to acquire an easement of light by prescription against the Crown under s. 3, neither could they do so against the Crown's lessees; and, as Smith, L.J., put it, they were agreed that, "when the enjoyment is of the character of an easement, and it cannot give a good title against all persons having estates in the *locus in quo*, the statute gives no right at all, even against a lessee, during the continuance of the term." "In other words, a person cannot obtain an absolute and indefeasible right within the meaning of the statute unless by the user he can get a right against all."

The Law Reports for November comprise (1893) 2 Q.B., pp. 321-350; (1893) P., pp. 269-281; (1893) 3 Ch., pp. 77-211; (1893) A.C., pp. 349-561.

SHERIFF—INTERPLEADER—MONEY PAID TO SHERIFF TO ABIDE ORDER OF COURT.

Discount Banking Company v. Lambarde, (1893) 2 Q.B. 329, is the only case in the Q.B. Division to which we think it necessary to refer, and it is a decision on a very simple point of practice