

session, as against both Rhodes and Flower. Kekewich, J., held that the plaintiffs claimed under Rhodes, and that as Rhodes could not by purchasing the reversion, defeat his security to Flower, so neither could the plaintiffs enforce their security as against Flower. The Court of Appeal, however, decided that as the lease was not merged but still subsisting, the plaintiffs as mortgagees of the reversion of the under lease were entitled to recover possession as against both Rhodes and Flower, and were entitled to enforce their security as against both of them. The case is also deserving of attention for the discussion it contains as to the effect of registration under the English Land Transfer Act.

EASEMENT—IMPLIED GRANT—DEROGATION FROM GRANT—LIGHT—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT., c. 41) s. 6, SUB-S. 2—(R.S.O. c. 119, s. 12).

Quicke v. Chapman (1903), 1 Ch. 659, was an action to restrain the defendant from interfering with the access of light to the plaintiff's house. The defendant was a builder and had entered into a building agreement whereby he agreed to build a house on land, and after it was built he was to be entitled to a lease of the land on which it was erected. The lease was to be in a specified form and to contain a provision declaring that the lessors should have power to erect buildings on the adjoining land whether they affected the light enjoyed by the lessee or not. The defendant built the house and obtained a lease therefor in the specified form, and subsequently sold the house and transferred the lease to the plaintiff. He afterwards, under the same agreement, erected on the adjoining lot another house which when completed obstructed the plaintiff's lights. It was expressly provided by the building agreement that nothing therein contained should operate as an actual demise of the land to the defendant, and the Court of Appeal (Collins, M.R., and Romer and Cozens-Hardy, L.JJ.) held, overruling Kekewich, J., that at the time when the defendant transferred the lease of the plaintiff's house he had not, under the building agreement, such an interest in the adjoining lot as would enable him to make an express grant of an easement of light over it, and that consequently no such grant could be implied, and that the provisions of s. 6, sub-s. 2 of the Conveyancing Act, 1881, (R.S.O. c. 119, s. 12), that a conveyance of land with houses shall operate to convey (inter alia) all lights appertaining to the land as enjoyed therewith