

## WARRANT OF COMMITMENT.

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## WARRANTY.

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## WATER.

1. Damming Waters of River by Railway Bridge and other Works and Obstructions—Injury by Flooding to Riparian Owner up-stream—Destruction of Bricks in Course of Manufacture—Liability—Damages—Injunction *Davies v. Canadian Northern Ontario R.W. Co.*, 19 O.W.N. 194.—MEREDITH, C.J.C.P.
2. Floatable Stream—Obstruction by Logs of two Timber Companies—Preventing Use of Stream by another Company—Right of Action—Remedy by Arbitration—Saw Logs Driving Act, R.S.O. 1914 ch. 131, sec. 16—Damages. *Pigeon River Lumber Co. v. Pulpwood Co. and Russell Timber Co.*, 19 O.W.N. 106.—LENNOX, J.

See Covenant—Crown—Municipal Corporations, 3—Title to Land, 1.

## WAY.

1. Easement—Subdivision of Block of Land—Lane Set apart for Use of Buyers of Abutting Lots—Evidence—Effect of Conveyance Reserving Right of Way—Easement Appurtenant to Land Owned by Grantor—Easement in Gross—Conveyance not Executed by Grantee—Equitable Right of Grantor—Estoppel. *Adamson v. Bell Telephone Co. of Canada*, *Bell Telephone Co. of Canada v. Adamson*, 18 O.W.N. 325, 48 O.L.R. 24.—APP. DIV.
2. Easement—Right of Way—Construction of Deed—"Premises"—Evidence—Failure to Establish Right—Nuisance—Injunction—Trespass—Nominal Damages—Costs. *Lucas v. Hooper and Priest*, 19 O.W.N. 208.—MIDDLETON, J.

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