

two plots of land and buildings, "material, etc"., were agreed to be sold; the contract omitted any mention of any right of way thereto. The premises were described by reference to a plan, and formed part of a larger property belonging to the vendor, and bounded on the north by a public highway. A farm cart track led from this highway across a field of the vendor, past the larger of the two plots sold, to the smaller plot. This cart track had been used by the former tenants of the smaller plot to carry coals and furniture, etc., thereto, but always with the permission of the vendor or her predecessors. A public foot path ran close to the side of the cart track up to the smaller plot. The purchaser claimed to have inserted on the conveyance an express grant of a right of way along the cart track, and the vendor insisted that he had no such right, and that the operation of the Conveyancing Act, 1881, s. 6 (see R.S.O., c. 109, s. 15 (1)). should be expressly excluded by the conveyance. Eve, J., who heard the motion, held that the words "et cetera" in the contract referred to "material" and were limited to something of that character, and did not carry the alleged right of way; but even if they included property of the same nature as land and buildings, the most they could include would be the rights appurtenant to the land and buildings. He also held that the contract was one for the sale of the premises with such rights as were legally appendant or appurtenant thereto, and the right of way claimed, not being appendant or appurtenant, nor a way of necessity, did not pass. He therefore held that the purchaser was not entitled to any express grant of the right of way, and that the conveyance should be framed so as to exclude the operation of the above mentioned section of the Conveyancing Act, 1881. This seems to be a case of which conveyancers would do well to make a note; as by omitting to exclude the operation of the Act, doubts may arise whether rights pass which were not intended to be conveyed.

COMPANY—TRANSFER OF SHARES—DIRECTORS—LIMITS OF DIRECTORS' DISCRETION TO REFUSE TO REGISTER TRANSFER.

*In re Bede Steam Shipping Co.* (1917) 1 Ch. 123. Where the directors of a company have power to refuse to register transfers of shares "if in their opinion it is contrary to the interests of the company that the proposed transferee should be a member thereof," such a power does not give them an unlimited power to refuse to register transfers, but only on grounds personal to the proposed transferee. Therefore it was held by the Court of Appeal (Lord Cozens-Hardy, M.R., and Warrington, L.J.—Scrutton, L.J., dissenting), that directors could not properly