

the interference with the plaintiff's ancient lights. The defendants defended the action, contending that sufficient light was left notwithstanding the interference for the ordinary purposes of user of the plaintiff's premises, and they claimed on the authority of the *Colls' case* that there could be no injunction, but merely a moderate sum for damages; but Farwell, J., came to the conclusion that the interference had caused a substantial injury to the plaintiff and he granted an injunction, and the case was ultimately compromised by payment of £600 damages.

SOLICITOR — SOLICITOR'S AGENT — LIEN OF AGENT — TAXATION —
DOCUMENTS IN POSSESSION OF AGENT—PRODUCTION FOR PURPOSES OF TAXATION.

In re Jones (1905) 2 Ch. 219 a solicitor having become bankrupt his trustee in bankruptcy delivered a bill of costs to a former client of the solicitor, which the latter applied to have taxed. The application was made through the town agent of the solicitor, who had possession of documents relating to the business comprised in the bill on which the agent claimed a general lien. The trustee applied for an order for the agent to produce the documents for the purpose of the taxation, but Joyce, J., held that the agent could not be compelled to produce them until his lien was satisfied; and the fact that he had acted for the client in obtaining the order for taxation made no difference.

SIMPLE CONTRACT DEBT—PAYMENT ON ACCOUNT BY DEVISEE FOR LIFE OF DECEASED DEBTOR—STATUTE OF LIMITATIONS (21 JAC. 1, c. 16)—(R.S.O. c. 324, s. 38).

In re Chant, Bird v. Godfrey (1905) 2 Ch. 225 was an application by the plaintiff, claiming to be a simple contract creditor of a deceased person, for the administration of his estate. It was claimed by the defendants, who were devisees of part of the real estate that the plaintiff's claim was barred by the Statute of Limitations (21 Jac. 1, c. 16) (R.S.O. c. 324, s. 38; and see c. 133, s. 23). It appeared that within six years prior to the commencement of the action a payment on account had been made by the testator's widow, who was tenant for life of part of the testator's real estate. This payment Warrington, J., held gave the statute a new starting point, and, therefore, that the action was in time not only as against the land to which the tenant for life was entitled, but also as to the other real estate of the deceased.