

power conferred on the Court by s. 32 of the Companies Act he directed the transfers to be registered, no valid reasons being given why the transfers should not be approved by the directors.

SPECIFIC PERFORMANCE OF PAROL AGREEMENT FOR LEASE—
PAYMENT OF RENT IN ADVANCE—PART PERFORMANCE—
STATUTE OF FRAUDS (29 CAR 2 c. 3) s. 4—(R.S.O. c. 102 s. 5).

Chaproniere v. Lambert (1917) 2 Ch. 356. This was an action to enforce specific performance of a parol agreement to grant a lease. The defendant set up the Statute of Frauds, and the plaintiff relied on payment of rent in advance as part performance of the contract entitling him to the relief claimed. On 22 April, 1916, the defendant gave the plaintiff a duly signed receipt for a sum of money as "one quarter's rent due 29 September, 1916, for premises situate Limbourne, Mundon." The premises in question consisted of a farm known as "Limbourne, Mundon, in the County of Essex." Eve, J., held that the receipt was not sufficient to satisfy the statute, and that the payment of rent in advance was not such a part performance as would take the case out of the statute; and with this conclusion the Court of Appeal (Eady, Bankes and Warrington, L.JJ.) agreed and in so doing approved of the decision of Bigham, J., in *Thursby v. Eccles*, 49 W.R. 281, 282.

WATERCOURSE — OBSTRUCTION OF WATERCOURSE — INTERFER-
ENCE WITH NATURAL COURSE OF STREAM—EXTRAORDINARY
RAINFALL—DAMAGE—VIS MAJOR.

Greenock v. Caledonian Ry. (1917) A.C. 556. This was an appeal from a Scotch Court, but the point involved is one of general interest. The action was brought by the Railway Company against the City of Greenock to recover damages for flooding the plaintiff's premises in the following circumstances: A natural stream flowed through a public park of the defendants, and the corporation constructed in the stream a concrete pond where children might paddle and in so doing altered the course of the stream and obstructed the natural flow of water therein. A heavy rainfall took place, and the stream overflowed at the pond, and as a consequence a great stream of water which would have been carried off by the stream if it had been left in its natural course, without mischief, poured down a street into the town, and flooded the plaintiff's premises. The defendants contended that the damage was due to *vis major* for which they were not re-