floor in order to make a cartway for the removal of materials and debris from other premises of the defendants to which the passageway led. In so doing some annoyance was caused to the plaintiff. The action was tried by Peterson, J., who held that the plaintiff was not entitled to the relief claimed, as there was no express or implied covenant by the defendants to keep the passageway in the same condition it was at the time of the making of the lease, and not to change the mode of using the passageway, and that by the terms of the lease the property in half the north wall and the floor of the passageway had been reserved by the defendants who were not guilty of any trespass in removing the floor of the passageway, or the girders from the north wall, and that its stability was not affected, and the annoyance being temporary did not constitute any breach of the covenant for quiet enjoyment. But it was conceded that the south wall of the passage had not been reserved and the removal of steel girders from that wall constituted a trespass for which the plaintiff was entitled to relief.

COMPANY—PARTLY PAID SHARES—SHARES HELD IN TRUST—COMPANY NOT BOUND TO RECOGNIZE TRUST—ACTUAL NOTICE OF TRUST—LOAN BY COMPANY TO TRUSTEE OF SHARES—COMPANIES ACT (8 Edw. 7, c. 69, s. 27)—(R.S.O., c. 178, s. 72)—(R.S.C., c. 79, s. 217).

Mackereth v. *Wigan C. & I. Co.* (1916) 2 Ch. 293. By the articles of association of the defendant company it was provided "no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by or recognise any equitable contingent or future or partial interest in any share or interest in any fractional part of a share or (except as by these presents otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder thereof." Another article provided that the company shall have a first and paramount charge on all the shares (not being fully paid up shares) registered in the name of a member (whether solely or jointly with others) for all moneys due to the company from him or his estate, either alone or jointly with any other person, whether a member or not, and whether such moneys were presently payable or not: s. 27 of the Companies Act, 1908, provides that no notice of any trust shall be entered on the register, or be receivable by the registrar. The defendant company having actual notice that one James Hodgson jointly with other persons was trustee of certain shares