

EASEMENT—LIGHT—DEROGATION FROM GRANT.

Pollard v. Gare (1901) 1 Ch. 834, should perhaps be noted notwithstanding R.S.O. c. 133, s. 36. That section, it is true, prevents the acquisition thereafter of an easement of light by prescription, but does it prevent its acquisition by implied grant? In this case a land owner contracted to grant a lease of a vacant piece of land when a house of a specified character should be built thereon; and accordingly a house was built and the lease granted, and it was held that if thereafter the lessor sells or lets adjoining lots, in the absence of evidence of any reservation of rights by the lessor, or of any building scheme, subject to which the first lessor acquired his title, the lessor cannot derogate from his grant, so as to confer a right on any subsequent purchaser or lessee to interfere with the light of the first lessee.

CONTEMPT—INJUNCTION—CIRCULARS TO PERSONS IN SAME INTEREST TOUCHING MATTER IN LITIGATION.

In re New Gold Coast Co. (1901) 1 Ch. 860, pending a motion by a shareholder to remove a liquidator, he issued a circular to other shareholders setting forth the matters contained in his affidavit, filed in support of his motion, and calling on them to support his application. The liquidator thereupon moved to restrain the shareholder from issuing the circulars, or in the alternative to commit him for contempt in having issued them. Czens-Hardy, J., refused the application, being of opinion that the circular would in no way prejudice the fair trial of the matter, and was in no way to be regarded as a contempt of Court.

MORTGAGE—CHOSE IN ACTION—MORTGAGE OF HIS BENEFICIAL INTEREST BY ONE OF SEVERAL TRUSTEES—NOTICE—SUBSEQUENT MORTGAGE WITH NOTICE—PRIORITY.

Lloyd's Bank v. Pearson (1901) 1 Ch. 865, is a case which illustrates the importance of an assignee of a chose in action giving due notice of his assignment. In this case property was vested in three trustees upon trust to sell and divide the proceeds among the cestui que trustent, one of whom was one of the trustees. This trustee mortgaged his beneficial interest in the trust estate to one Greinger, who gave no notice of the mortgage to the two other trustees. Subsequently the mortgagor (concealing mortgage to Greinger) executed a second mortgage on his beneficial interest