

the death of her husband she had received one-third of the rents and profits of the land, but in 1905 it was about to be made available for building purposes and the heiresses of the testator disputed her right to any more than one-third of the rental actually produced at the death of the testator. The defendants resisted the action and contended that the plaintiff's right to dower was now barred under the Statute of Limitations, 3-4 Wm. IV. c. 27, s. 2, as amended by 37-38 Vict. c. 57, s. 1, but Eve, J., who tried the action held that as the plaintiff was in possession or part possession within the statutory period the statute did not afford any defence. He also thought that the plaintiff was entitled to an assignment of dower according to the present value of the property at the time of the assignment and with this conclusion the Court of Appeal (Cozens-Hardy, M.R. and Moulton and Buckley, L.JJ.) agreed. It may be noted that this decision agrees with that of Proudfoot, V.-C. in *Fraser v. Green*, 27 Gr. 68, and in *Laidlaw v. Jackes*, ib. 101, where he dissented from Spragge, C. and Blake, V.-C. The view of Proudfoot, V.-C., in the latter case was afterwards made law by statute 43 Vict. c. 14, now R.S.O. c. 133, s. 26.

BUILDING ESTATE—RESTRICTIVE COVENANTS—"OFFENSIVE" TRADE OR BUSINESS—BILL POSTING—ADVERTISEMENT—HOARDING—"BUILDING"—MANDATORY INJUNCTION.

In *Nussey v. Provincial Bill Posting Co.* (1909) 1 Ch. 734 two points are decided, one, that a hoarding for posting bills on is a "building," and second, that bill posting is an offensive trade within the meaning of a restrictive covenant against carrying on an offensive trade. The covenant in question was against erecting any "building for manufacturing purposes, or for the carrying on of any noisy, noisome, offensive or dangerous trade or calling." Moulton, L.J., who dissented from the majority of the court (Cozens-Hardy, M.R. and Buckley, L.J.) considered that the word offensive must be construed ejusdem generis with the words "noisy, noisome and dangerous" and therefore bill posting was not an "offensive" trade within the meaning of the covenant.

COMPANY—BOND—CONSTRUCTION—BONUS PAYABLE OUT OF PROFITS—ISSUE OF PAID-UP SHARES IN SATISFACTION OF BONUS—DIVIDENDS OUT OF CAPITAL—ISSUE OF SHARES WITHOUT CONSIDERATION—WANT OF CONSIDERATION—ULTRA VIRES.

In *Bury v. Famatina Development Corporation* (1909) 1 Ch. 754, the plaintiff claimed to restrain the defendant company from