Vict., cap. 21, sec. 110, in like manner as a jury could have done. *Ex. gr.*, he could, if the prisoners are charged with larceny, and the offence proved is false pretences, find them guilty of the latter offence.

Hardy, Q. C., for the Crown.

H. J. Scott, for prisoners.

Gibson v. City of Ottawa.

Municipal corporation—Liability for work not contracted for.

Plaintiff, engaged under a contract with the Water Commissioners of Ottawa to excavate certain soil and rock, and remove it not farther than 300 feet from the said works, was directed by the Engineer of the Water Commissioners to break up the material and spread it on the arches and approaches of a bridge built by the city, the defendants. The chairman of defendants' Board of Works verbally agreed to this.

Held, that plaintiff could not maintain an action for this work against defendants—a municipal corporation—though the work was necessary to the completion of the bridge and was a public benefit, as it had not been ordered or payment provided for it.

Beaty, Q. C., for plaintiff.

Bethune, Q.C., for defendants.

Hall v. Evans.

Statute of limitations—Easements—Ancient light.

Semble, that the recent statute of limitations of Ontario does not extend to easements.

The defendant and plaintiff occupied adjoining lots in a city, and defendant had had windows in his house on the plaintiff's side for over twenty years, and would in respect to these windows have acquired an easement, but that during the statutable period of 20 years he raised his house higher than the height of the windows, so that no portion of the windows in the new portion occupied any portion of them in their first position.

The law as to ancient lights in Ontario discussed, and the cases collected.

Beaty, Q. C., for plaintiff.

Ferguson, Q. C., for defendant.

Beigle v. Duke.

Possession—Statute of Limitations.

Where a patentee of a half-lot of 100 acres, in 1837, built a house on the south half of it, cleared land and cultivated it for a few years, and then sold first the south half of the lot, 50 acres, and then the quarter immediately north of it, and left the country and never returned to the lot.

Held, that she had under the circumstances taken actual possession of the North ½ undisposed of by her, so as to disentitle the plaintiff of the right to bring an action to recover possession under C. S. U. C., cap. 88, sec. 3, as amended by 27-29 Vict. cap. 29.

Armour, Q. C., for the plaintiff.

J. W. Kerr, for the defendant.

Vansickle v. Kelly.

Will, construction of—Right of way.

A testator by his will gave one-half of a lot to his son C. and the other half to his son W., and declared that in order to render it convenient for C. to obtain free access to his land from a side road, that a lane then running across the land devised to W, commencing at a gate named should "be kept and remain open for the free access" of C., his heirs and assigns.

Held, that the testator's intention was that the lane should remain in its condition at the time he bequeathed it, and that the words "shall be kept and remain *open*," did not give defendant, who claimed under C., the right to remove the gate.

Osler, Q. C., for plaintiff.

Robertson, Q. C., for defendant.

COMMON PLEAS.

IN BANCO.—MICHAELMAS TERM.

December 19, 1877.

Murphy v. Thompson.

Contract—Statute of Frauds—Authority of agent.

On the 5th January, 1877, the defendant, at Toronto, wrote to the plaintiff at Mount Forest, stating that "our Mr. Peters," defendant's agent, "advises me that you have a car or two of hogs" and requesting plaintiff to state average weight and lowest price for one or two cars. It did not appear whether there was any answer to this or not; but on the 19th January, Peters telegraphed the plaintiff from Harriston, to name lowest for one or two cars of hogs and give average. The plaintiff telegraphed Peters in reply, "Will take seven-ten