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DIARY FOR DECEMBER.

15. Wed.....Christmas vacation in Sup. Ct. of Can. and Exch. Ct. begins.
19. Sun.....*4th Sunday in Advent.*
22. Wed.....Shortest day.
24. Fri.....Christmas vacation begins in H. C. J.
25. Sat.....*Christmas Day* Sir M. Hale died 1676, æt. 67.
26. Sun.....*1st Sunday after Christmas.*
27. Mon .....First meeting Ont. Leg. '67. J. G. Spragge, 3rd Chan. '69.
28. Tues .....Lord Macaulay died 1859.
29. Wed.....W. E. Gladstone born 1809.
30 Thur.....Holt, C. J., born 1642.

TORONTO, DECEMBER 15, 1886.

RECENT ENGLISH DECISIONS.

We continue the cases in the November number of the *Law Reports* :—

STATUTE OF LIMITATIONS—MORTGAGE—PAYMENT OF INTEREST—EVIDENCE.

Newbould v. *Smith* has already been referred to, *ante* p. 373, on the main point. The case, however, gives light on another. The defendant's assignor, in 1863, had mortgaged to one Alderson, a client of Newbould's. Newbould paid interest on this mortgage, and charged the mortgagor with it in account till 1866. After 1866 Newbould went on paying interest to Alderson, who believed it came from the mortgagor, but it was not shown that Newbould had ever acted as solicitor for the mortgagor after 1866; nor was there anything to show that Newbould was authorized to make the payments as agent for the mortgagor; and it was therefore held that the payments by Newbould after 1866 did not take the case out of the Statute of Limitations, and it was also held that a letter from Newbould to Alderson, stating that he had paid to the latter's account a sum received from the mortgagor for interest, was not an admission against interest so as to be admissible as evidence of payment by the mortgagor.

GRANT OF LAND BOUNDED BY RIVER—GRANT OF HALF OF BED OF RIVER.

The facts in the case of *Micklethwait* v. *Newlay Bridge Co.*, 33 Chy. D. 133, are somewhat difficult to follow without the aid of a chart. The principal point in contention was whether a grant of land on one side of a river by a person who owned the land on both sides of the river, carried with it the right to half the bed of the river. The Court of Appeal (reversing an order for an injunction granted by Bacon, V.-C.) held that the deed containing no reservation, and describing the lands as bounded by the river the presumption that the grant extended to half the bed of the river was not rebutted because circumstances afterwards arising, but which were not in contemplation of either party at the time of the grant, showed that it would be disadvantageous to the grantor to part with the half-bed, and, if contemplated, would probably have induced him to have reserved it. Nor yet by the fact that the area of the land conveyed was stated to be 7,752 sq. yds., and to be delineated on a plan drawn on the deed, and thereon coloured pink; whereas the part coloured pink extended only up to the edge of the river, and the area including the half bed was, in fact, 10,031 sq. yds. instead of 7,752.

Cotton, L.J., thus states the rule of construction followed in this case, at p. 145:

> In my opinion the rule of construction is now well settled, that where there is a conveyance of land, even although it is described by reference to a plan, and by colour, and by quantity, if it is said to be bounded on one side either by a river or by a public thoroughfare, then on the true construction of the instrument half the bed of the river, or half the road passes, unless there is enough in the circumstances, or enough in the expressions of the instrument, to show that that is not the intention of the parties. It is a presumption that not only the land described by metes and bounds, but also half the soil of the road or of the bed of the river by which it is bounded is intended to pass, but that presumption may be rebutted.

It is perhaps needless to say that his observations, so far as public highways are concerned, do not apply in this Province. Another point determined in the case was, that a proviso that nothing in the grant should take