

*Held*, that, as a condition of relief against him, he should be allowed for all the improvements he had made under the belief that he was absolute owner, so far as these improvements enhanced the value of the property, but no further; and that he was not restricted to such improvements as a mortgagee in possession would have been entitled to make, knowing that he was a mortgagee.

During the lifetime of a mortgagor, the mortgagee has no lien on the mortgaged property for more than six years' arrears of interest; though he may have a personal action on the covenant for more; but, in this country as well as in England, after the mortgagor's death the mortgagee to avoid circuitry may, as against the heirs, tack to his debt all the interest recoverable on the covenant.—*Carroll v. Robertson*, 15 Chan. R. 173.

MANUFACTURE OF TIMBER.—To make valid against creditors of the vendor, a sale of timber to be cut down by the vendor, there must be an actual delivery to the purchaser, after the timber is cut down, followed by an actual and continued change of possession as in the case of other chattels.—*McMillan v. McSherry*, 15 Chan. R. 133.

WILL.—In the interpretation of a will, extrinsic evidence of surrounding circumstances, to shew what a testator intended by his will is admissible; but declarations by the testator of what he intended by his will, will not be received for that purpose.—*Davidson v. Boomer*, 15 Chan. R. 218.

EXECUTORS, COMPENSATION TO.—Since the passing of the Act authorizing the Judge of the Surrogate Court to allow compensation to executors and trustees, (22 Vic. ch. 93, sec. 47, Con. S. U. C. ch. 16, sec. 66,) it has been the settled practice of the Master here, in passing the accounts of executors to allow them compensation for their "care, pains, trouble, and time, expended in and about the executorship" without an order from the Surrogate Judge allowing the same:—Where, therefore, an executor, pending an account before the Master, obtained such an order from the Surrogate Judge, and the Master allowed the amount of compensation mentioned therein without exercising his own judgment as to its propriety or reasonableness; an appeal, on that ground, from the report of the Master by the creditors of the estate, was allowed and the executors ordered to pay the costs thereof.—*Biggar v. Dickson*, 15 Chan. R. 233.

INVESTIGATION OF TITLE—MISSING TITLE DEED—TITLE BY POSSESSION.—Where there was no other proof of the execution of a conveyance, which constituted a link in the chain of title, than a memorial purporting to be executed by the grantee in such conveyance, the Court refused to force the title upon a purchaser.

In order to make a good title by possession it must be shewn that the *whole* of the land has been actually cleared or occupied for a period of at least twenty years.

A title by possession can only be made to so much of a parcel of land as has been actually cleared or occupied for twenty years.—*Wishart v. Cook*, 15 Chan. R. 237.

LANDLORD AND TENANT.—It is not necessary to the validity of a notice to quit, given by the general agent of a landlord to a tenant, that the agency should appear on the face of the notice.—*Jones v. Phipps*, Law Rep. 3 Q. B. 567.

MASTER AND SERVANT.—The defendant was engaged in constructing a sewer, and employed men, with horses and carts. The men were allowed an hour for dinner, but were directed not to go home or to leave their horses. One of the men, however, went home, about a quarter of a mile out of the direct line of his work, to dinner, and left his horse unattended in the street before his door. The horse ran away, and injured the plaintiff's fence. *Held*, that the jury were justified in finding that the man was acting within the scope of his employment.—*Whatman v. Pearson*, Law Rep. 3 C. P. 422.

MISREPRESENTATION.—It is not sufficient, in a bill praying to be relieved from a contract for shares in a company on the ground of being induced by misrepresentation in a prospectus, to allege generally that the prospectus contained false statements, by which the plaintiff was deceived and drawn into the contract; but the precise misrepresentation must be distinctly stated, and also that it formed a material inducement to the plaintiff to take shares.—*Hallowes v. Fernie*, Law Rep. 3 Ch. 467.

RAILWAY.—1. A railway company are bound to take every reasonable care to prevent danger to their passengers from cattle coming on to the line, but they are not bound to maintain fences sufficient to keep cattle off the line under all circumstances.—*Buxton v. N. E. Railway Co.*, Law Rep. 3 Q. B. 549.

2. Where a railway company have diverted a road, *ultra vires*, but with a *bona fide* view to the convenience of the public, a court of equity will