

oblige his neighbor to make, in equal portions or at common expense, between their respective lands, a fence or other sufficient kind of separation according to the custom, the regulations and the situation of the locality." There is no exception for the property of a municipality, whether it be a road or otherwise, and in practice no such exception is ever claimed by the municipalities. They fence their roads with their neighbors. With regard to by-roads (*routes*), to which the attention of the Legislature was specially called, there is an article applying this principle, which serves of course as an illustration of the right rule of law in all like cases not specially provided for. The Art. 775 enacts:—

"Upon any by-road which runs along the line of any land, one-half of the fence which separates such road from the land, forms part of the work to be done upon such by-road.

"But if a by-road divides a piece of land into two portions, the owner of such piece of land is not obliged to put up more fences along such by-road than he was before the establishment thereof. The remainder of the fencing forms part of the work on the by-road.

"The portions of the fences to be made on such by-roads, in default of provision therefor in any *procès-verbal* or by-law, as the case may be, are determined by the road inspector, in such a manner that the position of the neighboring proprietor be not more onerous than it was before the establishment of the road."

But, it will be said, it is provided for by a special Article, 774:—

"The fences which separate any front road from any land are at the costs and charges of the owner or occupant of such land, when the same are necessary."

But that applies to front roads generally, which are upheld by the proprietors, not to front roads which are owned and maintained by the municipalities. It is true there is no special article in so many words declaring that this does not apply to the municipalities of the five counties, but I don't think such excessive detail is required. But, at any rate, Art. 776 re-establishes the true doctrine:—

"Every fence required on any municipal road must be well made, and kept in good order, according to law."

That is to say, the necessary fences are to be maintained by those obliged for them by the law. Art. 505 of the Civil Code determines the responsibility of the municipality owner of the roads, subject to its charge.

I am therefore of opinion that the appellant should have part of his conclusions, namely, half the cost of the fencing.

Judgment affirmed.

Carter & Carter for Appellant.

O'Halloran for respondent.

RECENT ENGLISH DECISIONS.

Will—Extraneous evidence to explain ambiguity.
—A dissenting minister appointed Henry S. and William M., of C., executors of his will. There were two deacons of his chapel, Henry S. and Thomas M., and Thomas M. had a son by the name of William Abraham M. There appeared to be no other persons answering more nearly to the description in the will. Upon proof that the testator had expressed a wish that the two deacons of his chapel should be his executors, extraneous evidence was held admissible to show that Thomas M., and not William Abraham M., was the person intended to be nominated by the testator. *In the Goods of Brake*. Probate Division, 45 L. T. Rep. (N.S.) 191.

Will—Bona vacantia—Interest claimed from the Crown.—The trustees and executors of a will administered the estate; and upon its being decided, in a suit instituted for the purpose, that there was an intestacy, and no heir or next of kin being discovered, the trustees assigned the leasehold property to the solicitor for the Treasury, to be held for the benefit of the Crown. The claimants, six years afterwards, established their claim as next of kin of the testator, and the court declared them entitled. *Held*, that the Crown was not chargeable with interest on the rents and profits received from the property while in its possession.—*In re Gosman*, L. R. 17 Ch. D. 771.

RECENT U. S. DECISIONS.

Contract—Promise to marry—What constitutes refusal where no time fixed.—A contract to marry without specification of time is a contract to marry within a reasonable time. Each party has a right to a reasonable delay; but not to delay without reason, or beyond reason.