

of Court.]—Where one person is entitled to a right of way over the land of another, the precise location not having been determined, it is the grantor who has the right and duty to select the precise location, to “define” the way; and, once the way is defined, it cannot be changed by the grantor.—In an agreement (under seal) for the sale of land by the defendant to the plaintiffs, the defendant agreed to give the plaintiffs a right of way across another lot, and agreed “to make a grant of such right of way when and as soon as the same is surveyed:”—*Held*, that it was the duty of the defendant to have the survey made; and, when he refused, an action lay; and, a survey being a prerequisite to a conveyance, the refusal to make a survey was a waiver of the conveyance, if it was the duty of the plaintiffs to prepare and tender one.—*Held*, also, that the plaintiffs were entitled to costs.—*Held*, also, that it is not beneath the dignity of the Court to consider on its merits any question properly before it—contracting parties should not be allowed wilfully to break their contracts because the damage is small. *Burney v. Moore*, 4 O.W.N. 173.—D.C.

3. Private Way—Prescription—Easement—Evidence—User—Necessity—Tenants in Common—Dissolution of Interim Injunction—Undertaking as to Damages—Assessment by Trial Judge. *Salter v. Everson*, 4 O.W.N. 1457.—MIDDLETON, J.

See Highway—Vendor and Purchaser, 40.

WEEKLY COURT.

See Criminal Law, 13.

WILL.

1. Action by Beneficiary—Taxes Accruing Prior to Testator's Death—Counterclaim. *MacKay v. MacKay*, 4 O.W.N. 300.—FALCONBRIDGE, C.J.K.B.
2. Construction—Absolute Bequest—Inoperative Restriction—Discretion of Executors. *Re McGill*, 4 O.W.N. 565.—KELLY, J.
3. Construction—Absolute Gift to Daughter—Restriction—Discretion of Trustee—Invalidity—Restriction against Encroachment during Coverture—Validity—“I Wish”—Obligatory Import—“Settled upon herself”—Extended Mean-