

years' enjoyment of the water though not known to the present owner was known to his predecessor in 1893 and was therefore not clam; and moreover, the mere fact that the artificial or apparently permanent stone well from which the water was derived was fed by percolation did not necessarily prevent the acquisition of an easement to take water from that well.

INDEMNITY—ASSIGNMENT OF AGREEMENT TO INDEMNIFY TO
PRINCIPAL CREDITOR—AMOUNT RECOVERABLE AS IN-
DEMNITY.

British Union and National Ins. Co. v. Rawson (1916) 2 Ch. 152. The plaintiff company in this case had recovered judgment against a married woman in respect of a liability against which the defendant had agreed to indemnify her, and she assigned to the plaintiffs the right of indemnity. The defendant contended that the married woman had no separate estate and was therefore never in a position to pay the debt, and had not suffered, and could not suffer any loss or damage, and therefore nothing was recoverable, and also that the benefit of the contract of indemnity was not assignable or, at all events, could only be assigned to someone who had discharged the liability for which the indemnity was given. But Astbury, J., who tried the action, overruled these contentions, holding that the agreement for indemnity was separate property and was assignable to the principal creditors, and that the assignees were entitled to recover the full amount of their claim.

WILL—DEVISE TO A. AND "HIS MALE HEIRS FOR EVER"—WORDS
OF LIMITATION OR PURCHASE—ESTATE IN TAIL MALE—
RULE IN SHELLEY'S CASE.

Silcocks v. Silcocks (1916) 2 Ch. 161. In this case Younger, J., determined that a devise of real estate to A. "and his male heirs forever," was governed by the rule in Shelley's case; and that the devisee took an estate in tail male either in possession, or remainder, according to whether the devise was not, or was, preceded by a prior life estate to some other person.

PRACTICE—SET-OFF OF COSTS—LIEN OF SOLICITOR—INDE-
PENDENT ACTION—ACTION ARISING OUT OF THE SAME
TRANSACTION—RULE 989—(ONT. RULES 665, 666).

Puddephatt v. Leith (1916) 2 Ch. 168. Two independent actions had been brought in respect of matters arising out of