

LAW SOCIETY—EASEMENTS AND APPURTENANCES.

of Kenneth McKenzie, Esq., Q. C., re-signed.

Moved by Mr. Martin, seconded by Mr. McCarthy, That Messrs. McCarthy, Crickmore, Bethune, Hector Cameron, Patton, Martin, McKelcan, and MacLennan, be a special committee to consider and report upon the resolution which was moved by Mr. Crickmore and seconded by Mr. Read at the meeting of Convocation held on the 25th Nov. last, and that the subject of the Law School, generally, be also referred to the same committee, and that said committee report on the first day of the next Term. Carried.

September 7.

In the absence of the Treasurer, Mr. Read was elected chairman.

The report of the Committee on Legal Education on the petition of H. M. East, was read and adopted.

Ordered, That Mr. East receive his certificate of fitness.

The petition of Mr. Richard Willis Jameson, was referred to the Legal Education Committee.

The petitions of Messrs. McNab and McCutcheon, asking that they might be exempted from paying arrears of Term fees, were refused.

Mr. Kirkpatrick's certificate was ordered to be issued to him without fine.

Mr. R. W. Adams' certificates for 1876 and 1877 were ordered to be issued without fine.

The report of the Legal Education Committee on Mr. McDonald's case was adopted.

The report of the committee on discipline, in the respective cases of two barristers, was read and adopted, and the barristers named were called upon to make explanations.

Ordered, That all letters referring to annual certificates be referred to the Finance Committee.

The Treasurer took the chair.

Moved by Mr. Hodgins, seconded by

Mr. Robertson, and resolved, that the appointment of Lecturer and Examiner and of President of the Law School, be postponed until the first Tuesday of next Term.

Ordered, That the names of Mr. Leith and Mr. Hodgins, be added to the committee appointed on 28th August last to consider and report upon the resolution therein mentioned, and the subject of the Law School generally.

SELECTIONS.

EASEMENTS AND APPURTENANCES.

The easement clause in a deed, although a mere common form, is a most important part of the conveyance, the omission of which any good conveyancer would regard as a careless mistake. By omitting the easement clause in an original grant or lease, it would be held that, in the absence of special circumstances, the easements and appurtenances would not pass. But in conveyances other than original grants or leases, if the easements and appurtenances were conveyed expressly in the original grants or leases, and reference were made to such original grants in the subsidiary ones, the easements will pass by implication. In the case of *Renwick v. Daly*, 11 Ir. L. T. R. 96, decided by the Court of Common Pleas in Ireland last Trinity Term, J. M. demised for a term of years to P. T. certain premises, together with *inter alia* "the right to use the walls on the north side of the said plot for building purposes." Subsequently, P. T. sub-demised to the defendant these same premises along with others, describing them as "the plot or piece of ground on the north side thereof, lately purchased by the said P. T.," setting them out by metes and bounds: "To have and hold the said demised premises with the rights, members, and appurtenances thereunto belonging or in any wise appertaining." The granting party of the lease did not expressly mention the right to use the wall, nor did it mention the easements and appurtenances. In an action of trespass *q. c. fr.*, brought by the assignee of J. M., the landlord, to try the right of the defendant to use