

RECENT ENGLISH DECISIONS.

twenty years, as will satisfy the Prescription Act, Imp. 2-3 Will. 4 c. 71, s. 2 (R. S. O. c. 108, sec. 35). The easement claimed was to carry along a way the wood which happened to be cut upon a particular slope near this way, and it appeared that the wood was cut from time to time at intervals which were not very clearly ascertained, the whole wood being cleared at three cuttings, of three several years. It was also proved that the last exercise of this supposed right was within the proper period, that is to say, just before the commencement of the action, and that the last previous cutting of the wood had been fifteen years before that, and within twenty years. The cutting previous to that had been more than twenty years before action, and so could not be included in the twenty years enjoyment. The full court held there had not been an uninterrupted enjoyment of the way for twenty years, within the meaning of the Act, which did not apply to so discontinuous an easement as that claimed. All the judges declare it established law that in order to bring a case within the section of the act, there must be proof of an actual enjoyment and exercise of the right claimed, during the first of the twenty years which are material, whereas in this case during the first year the way in question was never used. Accordingly the court refused to accept the argument of the defendant, who claimed the easement, that although the right had not been actually enjoyed or used for the prescribed period, yet it might subsist without being actually exercised, and if it had been exercised from time to time partly before and partly after the period of twenty years had begun to run, that this would be a sufficient enjoyment to satisfy the statute.

WILL—EXECUTOR ACCORDING TO THE TENOR.

Among the Probate Cases only one seems to call for special notice, viz.: *In*

the goods of William Bradley, deceased, p. 215. There a testator by his will said: "I appoint R. H. P. and J. E. W.," but did not state in what capacity he appointed them. He also bequeathed legacies to "each of my executors," and gave his "said executors" the residue of his property, with certain directions as to it. Sir. James Hannen now held that by the will R. H. P. and J. E. W. were appointed executors, and granted probate to them accordingly. He said—"The words of the will show that the testator meant to appoint R. H. P. and J. E. W. to something, and the inference I draw is that he intended to appoint them as executors."

A. H. F. L.

A SOLICITOR at Hamilton, a member of a well-known firm, has sent us the following circular which he complains was sent by the firm which has signed it to one of his clients, a creditor of the insurance company named therein. Our correspondent evidently is smarting under what he supposes a gross breach of professional etiquette; and were we sure that he is justified in the view he takes we would publish not only the circular, but the names of the solicitors at the foot. We presume, however, that the Master had nominated the firm in question to represent the creditors, under G. O. Chy. 218, and that this is the real explanation. The following is the circular in question:—

TORONTO, 26th JAN., 1884.

DEAR SIR,—We are solicitors for creditors under the Order of Reference to the Master of the Supreme Court at Hamilton for the winding up of the Standard Fire Insurance Company.

Claims have been placed in our hands to the amount of more than \$25,000, several of which are admitted and some disputed.

We have received from the secretary a list of claims for fire losses and your name appears on it as a claimant for \$3,000.

We think it of importance to proceed with expedition with the reference to ascertain the liabilities of the company and to promote a call on the