on the understanding that he would not pay it.

Rose for plaintiff.

McMichael, Q.C., contra.

Backus v. Smith.

Easement.

Plaintiff, tenant for years, sued for injury to his stock-in-trade, caused by his wall falling from defendant's excavation on an adjoining lot. The wall had been over twenty years old, but there had been unity of seisin of both lots for a year, about the middle of the period. The plaintiff's landlord sold defendant's lot in fee.

Held, that no easement had been acquired by lapse of time.

Held, also, Cameron, J., diss., that there was evidence of negligence in fact, causing damage, and that the plaintiff could therefore recover, irrespective of any acquired easement.

Held, also, that lateral support to land in its natural state is a right of property; that right to support for buildings is an easement; and that such an easement is not within the Prescription Act.

Quære, whether, on the authorities, the landlord, when he conveyed defendant's lot, did, by implication of law, reserve the right of support to his then existing wall, and guaranteed thereby assent to such reservation.

Remarks on the law as to damages, where the land is weighted with buildings.

Per Cameron, J., that the evidence did not disclose negligence, entitling plaintiff to recover.

Atkinson for plaintiff.

C. Robinson, Q. C., contra.

COMMON PLEAS.

IN BANCO.

[Sept. 17.

Hovey v. Cassels et al.

Cheque or order on firm—Acceptance by partner not in firm name—Bona fides—Liability.

The defendants R. S. and W. G. Cassels, and A. B. Campbell carried on business in partnership as stock brokers and financial agents, under the name of Cassels, Son & Co. By the articles of partnership it was required that all bills, drafts, cheques, promissory notes, &c., should be signed in the name of the firm by some one or more of the said partners or the majority of them, for that purpose. It appeared that Campbell and one L. were engaged in some private transactions in no way connected with the business of the firm, and of which the other members had no knowledge, and in the course thereof, L., who had no funds in the firm's hands for the purposes thereof, drew the following order on the firm:

"Toronto, June 27, 1878.

"Cassels, Son & Co.

"Pay to A. Henry Hovey, Esq., or order $600."

(Sd.) "R. C. Lean."

which he took to Campbell, who, without any authority from the firm, marked across it "good, A.B.C.," and then procured the plaintiff to discount, at a discount of 30 per cent. per annum, and to hold it for one month, at the expiration of which, the firm having been dissolved in the mean time, the plaintiff presented the order, and it was refused, when he brought an action against the firm.

Held that the plaintiff could not recover, for the acceptance was not by the firm; but even if it was, the evidence showed that it was not taken by plaintiff in good faith.

McMichael, Q.C., for the plaintiff.

J. K. Kerr, Q.C., *and W. G. Cassels* for the defendants.

[Sept. 17.

Donley, Assignee, v. Holmwood.

Joint-stock Co.—Power of directors to make assignments in insolvency without consent of shareholders.

Held that the directors of a joint-stock company, incorporated by letters patent under the Joint Stock Letters Patent Act, 32 and 33 Vict., ch. 13, D., and subject to the provisions of the Insolvent Act of 1875, cannot, without the consent of the shareholders, make a voluntary assignment under that Act.

McCarthy, Q. C., for the plaintiff.

Falconbridge for the defendants.