at some period afterwards, or they may show —and in this case, in my judgment, they have shown —that the evidence of twenty years' enjoyment tendered by the plaintiff is evidence on which the Court cannot rely, because the plaintiff's witnesses are contradicted by other witnesses on whom the Court does place reliance." (ii) In this action, which was brought to restrain an alleged interference by the defendants with the plaintiff's ancient lights, the defendants adduced evidence to show that during parts of the period requisite to perfect the plaintiff's right a boarding had been erected by the then owner of the defendant's land which had interrupted and obstructed the lights in question. Fry, J., expressed an opinion, though not necessary to the decision of the case, that this did not alone amount to that kind of notice to the person interrupted of the person authorizing the erection of the boarding, which would make the boarding an interruption within sect. 4 of the Imp. Prescription Act, (R. S. O., c. 108, sect. 37). It may be observed that by Ont. 43 Vict., c. 14, sect. 1: "No person shall hereafter acquire a right by prescription to the access and use of light to or for any dwelling-house, work-shop, or other building;" and R. S. O., c. 108, sect. 36, which answers to the section of the Imp. Act under which the above action was brought, is thereby repealed. But R. S. O., c. 108, sect. 37, remains unaffected in its application to the other sections of the Act respecting prescription in cases of easements.

WILL—ABSOLUTE INTEREST—GIFT OVER ON DEATH.

In *in re Hayward*, p. 470, a testator bequeathed his residuary personalty to trustees in trust for the children of L., to be divided equally between them, and directed that:—"In case of the decease of either of them leaving a family, then such share as the parents would have taken shall be equally divided amongst the children of such deceased persons." Fry, J., held that these words pointed to a gift to take effect in the event of the parents dying before the time of taking, *i. e.*, before the death of the testator, the words of the gift over in this case being so clear; and therefore the case did not come within the principle, of which there was, he said in his judgment, no doubt, "that when a gift is made to a person in terms absolute, and that is followed by a gift over, in the event of the death of that person *sub modo* (that is to say, without issue or subject to any other limitation which makes the death a contingency,) the effect of the gift over is *prima facie* to prevent the first taker from taking absolutely, to convert the interest of the first taker into one subject to the contingent devise or bequest over."

RAILWAY—GUARANTEE OF VOID DEBT.

Of *Yorkshire Ry. Waggon Co.* v. *Maclure*, p. 478, it seems only necessary to say that though a certain loan to a railway company was held to be a void and illegal transaction as being contrary to certain Imperial Acts, yet certain of the directors having guaranteed the payment of the money loaned, the guarantee was held to be none the less valid, and the sureties liable under it. Kay, J., observes: "Probably the very reason in this case for requiring the guarantee was the doubt that existed whether the company could be compelled to repay the money. I asked for authority upon this point, but none was cited. I therefore must decide that the directors are liable upon their guarantees."

POWER—APPOINTMENT OF PORTIONS BEFORE REQUIRED.

Henty v. *Wrey*, p. 492, was a case on a point on which there appear to be very few decisions of recent dates. B. W., under a certain settlement, had a power of appointing portions charged upon real estate for younger children in proportion to the number of such children, "such sums to be an interest vested in and to be paid to the child or children for whom the same were intended to be thereby provided on or at such age, day, or time . . and to be divided between them . . in such shares, and to be attended