paid out of the lunatic's personal estate. The lunatic having died intestate, his next of kin claimed that the land passed as personal estate, but Byrne, J., was of opinion that the contract in the first place having been voidable, nevertheless when affirmed and adopted by the court on the lunatic's behalf, related back to the time it was made, with the necessary legal consequences ensuing from it, and that therefore there had been a conversion, and the claim of the next of kin failed and the action was dismissed with costs.

EASEMENT—USER OF EASEMENT FOR 40 YEARS—WAY—PAYMENT OF MONEY ANNUALLY FOR USE OF EASEMENT—PAROL AGREEMENT—PRESCRIPTION ACT (2 & 3 W. 4, c. 71,) s. 2—(R.S.O. c. 133, s. 35)—"CLAIMING RIGHT THERETO."

In *Gardner* v. *Hodgson's Kingston Breweries Co.* (1900) 1 Ch. 592, the plaintiff claimed a declaration that he was entitled to a right of way over certain premises of the defendant and a right to use a pump thereon, and also an injunction to restrain the defendants from obstructing the plaintiff's use and enjoyment thereof. It appeared by the evidence that the plaintiff and his predecessor in title had for upwards of sixty years enjoyed the easement claimed without interruption, and that they had at least from 1853 paid a yearly sum of 15s. to the owner of the defendant's premises for the use of the way, but there was no evidence of any consent or agreement in writing to allow the use of the way. Cosens-Hardy, J., under these circumstances was of opinion that the plaintiff had established an actual user by a person "claiming right thereto without interruption" of the way in question within the meaning of the Prescription Act, s. 2—(R.S.O. c. 133, s. 35), and that the payment of the annual sum of 15s. - was no "interruption" so as to prevent the acquisition of a right by actual enjoyment, and as no agreement or consent in writing was found, the plaintiff's right to the way had become under the section indefeasible, and he granted the plaintiff the relief claimed with costs.

RECEIVER—DEBENTURE HOLDERS—CHARGE ON PROPERTY IN FOREIGN COUNTRY—FRENCH DEBT—DEBT, LOCALITY OF—CONTEMPT.

In re Maudslay, Maudslay v. *Maudslay* (1900) 1 Ch. 602. The plaintiffs were debenture holders of a limited company, having a charge upon all its assets, among which was a debt due to the company by a French firm. The plaintiffs, for the purpose of