

LEGAL AND—OTHERWISE—NOTES OF CASES.

in." If he had said dealt *out*, then "funds" would apply, and applications would then, no doubt, be prompt and numerous. We regret, though, to hear of any dealings by a professional man in the *shade*, for how could they then bear the open scrutiny of day.

We would warn our readers not to run away with the idea that at first possessed us respecting the N.B., that it meant near *Boston*. Our mind, not unnaturally took this train of thought, glancing at the name following, and that the "deep well" advertised was dug by the same man who built the big hill (or the monument, which was it?) near the aforesaid city, quite overlooking in our gross materialism the subtle suggestion of this would-be benefactor of the legal race, about truth lying at the bottom of a well: a safe depository for secrets, etc: and, last of all, but by no means least, the means of *working* an unwilling or refractory client. An ordinary intellect fails to grasp the magnitude of the announcement, that this modest peddler of patent pumps is also the agent not only of "foreign bequests and claims" in the United Kingdom, but is also their agent in other foreign countries: to wit, the whole world. The "etc." at the end of this advertisement tells us that we have only been told of half the advertiser's business. Having done so well, "and we thank him much for that," let him also tell us

'Of shoes—and ships, and sealing wax—
Of cabbages—and Kings—
And why the sea is boiling hot—
And whether pigs have wings,"

or even of *fat cattle*, for we are privately informed that the modest advertiser is not unknown in the place where the "lowing herd" change their owners and pass into the hands of those who make fat the lean kine.

Yes, let our funny friend write one more advertisement and we shall publish it free gratis as gladly as we do the one before us.

NOTES OF CASES

IN THE ONTARIO COURTS, PUBLISHED
IN ADVANCE, BY ORDER OF THE
LAW SOCIETY.

COURT OF APPEAL.

HARRIS V. SMITH ET AL.

From Q. B.]

[Sept. 23, 1876.

*Easement—Right of way—Severance of tenements—
When the right will pass—"Appurtenances"—
Pleading.*

Declaration for breaking and entering the plaintiff's close, being a yard in the rear of a certain shop and premises, and throwing down a brick wall there.

Plea: that before the alleged trespass one J. D. was seized in fee of the said shop and premises, and of the said close: that the occupiers of the shop enjoyed as of right and without interruption a certain way on foot and with cattle from a public lane over said close to said shop and premises, and therefrom over said close to the lane: that afterwards J. D., by deed, dated 12th July, 1849, demised the shop and premises, *with all the appurtenances*, to L. & W. as trustees for a term of years, which it was agreed by the deed should be renewed, and which was afterwards renewed; and that the defendants became and are assignees of the term, and took possession of the shop and premises under the assignment: that after the demise to L. and W., the executors of J. D. demised to S. the said close, subject to said way, and the same afterwards became vested for a term in the plaintiff: that afterwards the defendants during their term, and in their own right, entered the close to use said way, and in using the same broke down part of said wall, which obstructed said way. On demurrer to this plea:

Held, by HARRISON, C.J., that the plea might be read as alleging a defined way, necessary and convenient for the enjoyment of defendants' property before the lease from J. D., constructed across the plaintiff's close, for the use and enjoyment of defendants' shop, and visible to all persons when the plaintiff acquired title: that so reading the plea, the way might be said