

sistent with the retention thereafter by the executor of the subject-matter of the bequest; that, as is shown by such a case as *Thorne v. Thorne*, 69 L.T. Rep. 378; (1893), 3 Ch. 196, the court will not readily extend the doctrine of implied assent; that as regards realty, an express assent when in writing is a document of title, and so must be disclosed by the abstract; and, lastly, that the mischief of verbal assents in the case of realty will soon be remedied by statute.—*Law Times*.

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“MAY” READ AS “MUST.”

The primary and natural meaning of the word “may” is permissive and enabling only. Of that there cannot be the slightest doubt; “though dicta of eminent judges may be cited to the contrary,” as was remarked by Lord Selborne in *Julius v. Bishop of Orford*, 42 L.T. Rep. 546; 5 App. Cas. 214, at p. 235. It “can never mean ‘must’ so long as the English language retains its meaning,” to quote the statement made by Lord Justice Cotton in *Re Baker; Nichols v. Baker*, 62 L.T. Rep. 817; 44 Ch. Div. 262, at p. 270. Where it has been held to be used in the sense of imposing an obligatory duty—directory and not merely discretionary—it is because a power having been conferred by the word “may” it becomes a duty to exercise it. That is to say, where it is essential to treat the word as imperative for the purpose of giving full effect to a legal right. And there are many cases in which such has been the judicial interpretation arrived at. The most recent of them is that of *Rex v. Mitchell*, 108 L.T. Rep. 76, decided by the Divisional Court, consisting of Justices Ridley, Coleridge, and Bankes. It related to a person who was charged with an offence under the Conspiracy and Protection of Property Act, 1875, 38 & 39 Vict., c. 86. Mr. Justice Ridley was of opinion that the word “may” in the phrase of s. 9 of that Act, “the court of summary jurisdiction may deal with the case in all respects as if the accused were charged with an indictable offence,” ought to be interpreted as being used in a discretionary and enabling and not in an imperative sense. The majority of the learned judges, however, took a contrary