CONVEYANCING—RIGHT OF WAY.

The decision in *Barkshire* v. *Grubb*, p. 616, can be best and most shortly given in the words of Fry, J., at p. 622: "When there are two adjoining closes, and there exists over one of them a formed and constructed road, which is in fact used for the purpose of the other, and that other is granted with the general words, 'together with all ways now used or enjoyed herewith,' a right of way over the formed road will pass to the grantee, even though that road had been constructed during the unity of possession of the two closes, and had not existed previously."

ESTATE PER AUTRE VIE.

In Re Barber, p. 624, may also be disposed of shortly by saying that the principle on which the decision proceeds is that the analogy of a fee simple estate is to be applied, so far as it can be applied, both as to the capacity and incapacity of alienation of an estate *per autre vie.*

WILLS—"FINAL DIVISION" OF ESTATE.

In *in re Wilkins*, p. 634, Fry, J., held that where a testator gave certain shares in the residue of his estate to the children of legatees in case the legatees should die before the "final division" of his estate, he must be held to have meant by "final division" the period of one year from the testator's death. At p. 637 he says:—"On the supposition that the testator was influenced by the motives which ordinarily actuate mankind, I think that I am bound to conclude that he had this period in his mind, because no inconvenience would on that interpretation result from the terms of his will."

COMPANY—CONTRIBUTORY.

Of the next case, *in re Albion Life Assurance Society*, p. 639, it seems only necessary to note that on the construction of the articles of association of the Assurance Society in question, it was held that a policy-holder who had assigned his policy, ceased to be liable as a contributory, although no other person had been made liable to contribute in respect of his policy in his stead.

A few cases still remain to be noticed in this December number of the Chancery Division Law Reports, which we hope to deal with in our next number together with those in the small instalments of January and February Law Reports, and in the *Law Journal* reports for the same month.

NOTES OF CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE LAW SOCIETY.

SUPREME COURT OF CANADA.

ONTARIO.

MCDOUGALL V. CAMPBELL.

Mortgage—Agreement to postpone—Non-registration—Priority.

In 1861 W. M., the owner of real estate, created a mortgage thereon in favour of J. T. for $4,000. In 1863 he made a subsequent mortgage in favour of J. M., the appellant, to secure $20,000, which was duly registered on the day of its execution. In 1866 W. M. mortgaged to C., the respondent, the lands mortgaged to J. M. for the sum of $4,000, which was intended to be substituted for the prior mortgage of that amount, and the money obtained thereon was applied towards the payment thereof, and J. M. executed an agreement that the proposed mortgage to respondent should have priority over his. In 1875 J. M. assigned his mortgage to the Quebec Bank to secure acceptances on which he was liable, which assignment was registered, and superseded the agreement, which had never been registered, and the existence of which J. M. had not mentioned to the bank. C. filed his bill against the executors of W. M., and against J. M. and the bank. The Court of Chancery held that the respondent was not entitled to relief upon the facts as shown, and dismissed the bill. The Court of Appeal affirmed the decree as to all the defendants except J. M., who was ordered to pay off the plaintiff's mortgage, principal and interest. J. M. thereupon appealed to the Supreme Court.