question in favour of the right that regards it as an easement. "Land," he says, p. 792, "which affords support to land is affected by the superincumbent or lateral weight, as by an easement or servitude; the owner is restricted in the use of his own property, in precisely the same way as when he has granted a right of support to buildings," and at p. 796 he says:—"The policy and purpose of the law on which both prescriptions and the presumptions which have supplied its place, when length of possession has been less than immemorial, rest would be defeated, or rendered very insecure, if exceptions to it were admitted on such grounds as that a particular servitude (capable of a lawful origin) is negative rather than positive; or that the inchoate enjoyment of it before it has matured into a right is not an actionable wrong; or that resistance to or interruption of it may not be conveniently practicable."

Lord Penzance also holds reluctantly in favour of the right, agreeing with Fry, J., that the circumstances under which the claim is held to arise are incapable of giving rise to it in accordance with any known principle of law. "It is this sudden starting into existence of a right," he says, p. 803, "which did not exist the day before the twenty years expired, without reference to any presumption of acquiescence by the neighbour, (to which the lapse of that period of time without interruption on his part might naturally give rise), which I find it impossible to reconcile with legal principles."

Lord Blackburn expresses his agreement with the result at which the judges had arrived, that the right claimed was, according to the established law of England, one which might be acquired by prescription. At p. 817 he expresses his disagreement with the view that acquiescence or laches is the only ground on which prescription is or can be founded. He then proceeds to discuss this with the greatest elaboration, and at p. 818 he quotes the passage from Dig. lib. 41, tit. 3—"Bono publico usucapio introducta est ne scelicet quarundam rerum diu et fere semper incerta dominia essent, quum sufficeret dominis ad inquirendas res suas statuti temporis spatium," and says (p. 826) that if the motive for introducing prescription is that given in the above passage of the Digest, it seems to follow irresistibly that the owner of a house, who has enjoyed the house with a *de facto* support for a period and under the conditions prescribed by law, ought to be protected in the enjoyment of that support; and should not be deprived of it by showing that it was not originally given to him.

Before quitting this first portion of *Dalton* v. *Angus*, it may be observed that the right to support for *soil*, which is a right *ex jure naturæ*, was illustrated by the case of *Snarr* v. *The Granite Rink Co.*, recently heard before Ferguson, V.C., in the Cancery Division, but not yet reported.

The second question put to the judges in *Dalton* v. *Angus* was as follows:

(2.) Is the period during which the plaintiffs' house has stood, under the circumstances stated in the case, sufficient to give them the same right as if the house was ancient? The evidence showed that since 1849 there had been no alteration in the plaintiffs' premises, but that in that year their predecessor openly, notoriously, and without concealment, converted the same into a coach factory, in which their business had been since that time so openly carried on.

It was agreed on all hands that this second question should also be answered in the affirmative. Pollock, B., says, p. 751—"The presumption arising from 20 years' enjoyment cannot, no doubt, be treated as conclusive, that is, as a *presumptio juris et de jure*, which is not to be rebutted by evidence; it is conclusive only when the evidence of enjoyment is uncontradicted and unexplained. Thus it might be shewn that no grant could have been legally made