argument for the plaintiffs was, that, to establish the lane as a highway, not only must an intention to dedicate be shewn, but the intention must be found in one who had the right to dedicate effectually; and that, as the property had been practically throughout the whole critical period in the possession of tenants for life and tenants for years, no dedication could be shewn which would be binding upon the remaindermen. The validity of this argument depended upon the time when the dedication took place.

Upon the evidence, the learned Judge said, he had arrived at the conclusion that the dedication took place even earlier than 1832, which was the date found in an action of Hughes v. United Empire Club, in 1877. The plan referred to in the Cushman lease in 1819, when the whole 6-acre block was first subdivided, and lands were leased, indicated that this lane was then part of the scheme of subdivision; and that, when W. A. Baldwin became the owner in fee simple in possession, he must be taken to have adopted that which was done by his father long before. Not only was there no dissent by him during his long life (he died in 1883), but upon the registration of the plan D.32 in 1866 he expressly assented to the representation of this lane as a highway; and, once dedicated, the public rights could not be extinguished by the erection of gates in 1888 nor by the subsequent acts of the Baldwins and their tenants. To be effective, Mr. Baldwin's assent must have been before 1852, when he made the settlement; and he did assent before that date.

It was unnecessary to discuss the other grounds; and the action should be dismissed with costs.

FLEXLUME SIGN CO. LIMITED v. MACEY SIGN CO. LIMITED—SUTHERLAND, J.—MAY 29.

Patent for Invention—Electric Signs—Known Device—Action for Infringement—Finding of Fact of Trial Judge.]—The plaintiffs, the owners of letters patent covering two alleged inventions of new and useful improvements in electric signs, brought this action to restrain the defendants from infringing those patents by manufacturing articles similar to those covered by the patents or only colourably differing therefrom, and for damages. The defendants alleged that the construction or device used by them had been for a great many years disclosed to and used by the public, and was not patentable, nor new nor useful; and the letters patent of the plaintiffs, if they covered the defendants'