H.'s land to lot 9, and it has been in uninterrupted use ever since, a period exceeding 20 years. In 1904 lot 9 with the lease was assigned to the plaintiffs. The plaintiffs' predecessors in title always rested their right to the easement on the lease and not upon adverse user.

Held, that prescriptive title to the easement could not be set up.

A deed of a Referee in Equity, though purporting to have been made under a decree of the Court, is not admissible in evidence without proof of the decree.

Pugsley, K.C., A.-G., *Tweedie*, K.C., for plaintiffs. *Allen*, K.C., *Teed*, K.C., and *Lawlor*, for defendant.

Barker, J.] [Dec. 19, 1905.

DUNCAN *v.* TOWN OF CAMPBELLTON.

Arbitration—Injunction—Jurisdiction.

An injunction will not be granted to restrain a party from proceeding with an arbitration where the result of the arbitration will be merely futile and of no injury to the party seeking the injunction.

An arbitration to determine the value of land of the plaintiff taken by the defendants will not be restrained because a condition precedent to the taking of the land may not have been complied with.

Mott, for plaintiff. *White*, K.C., and *McLatchy*, for defendants.

Barker, J.] [March 9.

IN RE CUSHING SULPHITE FIBRE CO.

Practice—Order—Variation—Mistake.

A company against which a winding-up order had been made obtained at the instance of the large majority of its shareholders and holders of its bonds an order in an action by it against C. granting leave to appeal to the Supreme Court of Canada from a judgment of the Supreme Court of this Province confirming a judgment of the Supreme Court in Equity, and entrusting the conduct of the appeal to the company's solicitors. Subsequently the liquidators of the company moved to vary the order by add-