the contrary, extends to the whole of the ground between the fences and not merely to the metalled portion, and that the whole space is presumably dedicated as highway, unless the nature of the ground or other circumstances rebut that presumption—moreover he reaffirms the rule that mere disuse of a highway for any length of time cannot avail to deprive the public of their rights in respect of it.

MORTGAGOR AND MORTGAGEE—SALE UNDER POWER—AUCTION—PURCHASE BY OFFICER OF MORTGAGEE SOCIETY—INVALIDITY OF SALE.

Hodson v. *Deans* (1903) 2 Ch. 647, was a redemption action. The plaintiff had mortgaged the land to the trustees of a friendly society to secure an advance. Under a power of sale the trustees had offered the property for sale by auction, and an officer of the society who knew the reserved bid, and took part in instructing the auctioneer who conducted the sale, attended the sale and bought the property for himself, the plaintiff attended the sale and bid against him. The sale was at a small undervalue. Notwithstanding this sale Joyce, J., held that the property was redeemable and gave the plaintiff the relief claimed, because the society could not have sold privately to one of their officers, and it made no difference that the sale was by auction.

TIME COMPUTATION OF TIME—"THREE YEARS FROM THE PASSING OF THIS ACT—STATUTE—CONSTRUCTION.

The Goldsmiths Co. v. *The West Metropolitan Ry. Co.* (1904) 1 K.B. 1, deserves a brief notice, because the Court of Appeal (Collins, M.R., and Mathew, L.J.) were called on to reverse a well-settled rule in the construction of statutes. By the statute in question a company was empowered to expropriate lands within "three years from the passing of this Act." The Act received the Royal assent on August 9, 1899, and on August 9, 1902, the company gave the plaintiffs notice to treat. It was contended by the plaintiff that the notice was too late because the day of passing the Act was to be included in the computation of the three years, but the Court of Appeal agreed with Walton, J., that it was to be excluded.