the bank had no charge on the land as against the purchaser, for the fresh advances; and (2) that the bank had no charge upon the purchase-money. When, says Lord Selborne, p. 727, the mortgagor exercised, with notice to the mortgagee, his undoubted right of selling, subject to the then existing charge of the bank, "a line was, in my opinion, drawn, which was applicable to the security as a whole; and the bank could not make further advances so as to prevent or intercept (without any new agreement with B. [the vendor] or any notice to the respondent [the purchaser] beyond that which he had of the original security), the fulfilment, in the ordinary course, of the terms of the contract between B., as vendor, and the respondent, as purchaser." And Lord Blackburn, p. 739, states generally, that a purchaser of land, with notice that the title deeds have been deposited with a bank, as security for the general balance on the vendor's present and future account, is not bound to inquire whether the bank has, after notice of the purchase, made fresh advances. The burden lies on the bank advancing on the security of the unpai[d] vendor's lien, to give the purchaser notice that it has so done or intends to so do.

RIGHT TO LATERAL SUPPORT—PRESCRIPTION ACT.

By far the greater part, however, of this number of the appeal cases is taken up by the great case of *Dalton* v. *Angus*, in which the whole subject of the right to lateral support from adjoining land, its nature and acquisition, is exhaustively discussed. The point actually decided in the case is that a right to lateral support from adjoining land may be acquired by 20 years' uninterrupted enjoyment for a building proved to have been new built, or altered so as to increase the lateral pressure, at the beginning of that time; *and it is so acquired if the enjoyment is peaceable and without deception or concealment and so open that it must be known that some support is being enjoyed by the building.* The case was twice heard in the House of Lords, the second time in the presence of the following judges: Pollock, B. Field, Lindley, Manisty, Lopes, Fry and Bacon, J.J., to whom a series of questions were put. All we can do is to take the two principal questions and very briefly note some of the contents and conclusions arrived at, in the elaborate opinions and judgments with reference to them. The first question was:—

(1.) Has the owner of an ancient building a right of action against the owner of lands adjoining, if he disturbs his land so as to take away the lateral support previously afforded by that land?

All the judges answered this question affirmatively. Pollock, B., said: "It appears to me that by a long series of decisions, and by the opinions expressed by learned judges, during a period extending over very many years, the common law affecting this question must be taken to have been settled in favour of the right. The right to lateral support of soil by adjoining soil, is a natural right which exists wherever the lands of adjoining owners are in contact. The grounds upon which it is based are fully explained in the cases of *Humphries* v. *Brogden*, 12 Q.B. 739, and *Rowbotham* v. *Wilson*, 8 E. & B. 123. Where the soil is encumbered by buildings, it is obvious that a different question arises, although the character of the rights when acquired is in each case the same." He then proceeds to notice those cases and *dicta* which in his judgment establish the conclusion at which he had arrived. Passing on to consider the nature of the right to the support for a house and the mode by which it may be acquired by law, he defends, both on principle and authority, the view that it "must be taken as a rule of law not resting upon fiction or upon implied grant, but as a right of property, viz., an enjoyment of support which after twenty years becomes indefeasible in the same manner as the occupier of land may, by