a special case, in which it was provided that the court should be at liberty to draw inference as a jury, it appeared that the grantee of the above field and those claiming under him had for sixty years used a small strip of land lying between the field and Hall Lane as a place of deposit for manure; that about the year 1841 the present owner cut and converted to his own use a tree which grew thereon, and that in 1843 he inclosed the strip. On the other hand there was evidence that the lord of the manor had both before and since the date of the conveyance exercised various acts of ownership by making grants thereof, and giving to the owners of the adjoining lands license to inclose over other similar trips of land by the roadside, in other parts of the manor, the nearest of which was about three-quarters of a mile distant from the spot in question. The question for the court was, whether the conveyance of the field was sufficient to pass to the grantee the strip of land beyond the fence, and the soil to the centre of Hall Lane adjoining. Mr. Justice Willis was of opinion that a conveyance of land described as abutting on a road passes a moiety of the soil of the road unless there was something in the context to exclude the presumption. His Lordship thought it was like the case put in Rolle's Abr. "Graunts" (P.) pl. 6: "*Si home grant un messuage vocatum Falstolfe Place prout undeque includitur acquis per ceux parolls le soile del motes en que le live est passera.* The court came to the conclusion that the presumption in favour of the plaintiff, the grantee, should prevail.

The principle was not disputed in the *Marquis of Salisbury* v, *Great Northern Railway Company*, 5 C. B. N. S. 174, that in ordinary cases where a man who is the owner of two pieces of land conveys them to a purchaser, if a turnpike road lies between them, the soil of the road passes by the conveyance, although the conveyance is silent as to its existence, and although the particular measurement of each piece is given and would exclude the road. It appeared in that case that the Great Northern Railway Company had in 1848 purchased of the plaintiff certain freehold land adjoining a turnpike road to be used partly for the site of their railway and works, and partly for the purpose of diverting a portion of an existing road. Having made a substituted road, the company, with the knowledge of the plaintiff and of the trustees, inclosed and took possession of the portions of the old road which had ceased by the diversion to form part of the turnpike road. The soil was not noticed in the conveyance, all parties being under the impression that it was vested in the trustees. By several acts regulating the turnpike road, the trustees had power from time to time, to purchase land for the widening of the road; but there was no evidence that the freehold of the diverted portion of the road had ever been acquired by them. The Court of Common Pleas held upon those facts, in an action of ejectment in which the plaintiff claimed to be entitled to possession of the site of the old road, that the presumption that the soil of the road was in the plaintiff as owner of the adjoining land, was not rebutted by the local Turnpike Acts, so as to cast upon the plaintiff the onus of showing that the soil of the road had not been purchased by the trustees, and that the soil of the old road did not pass by the conveyance to the defendant company. It was argued for the plaintiff that the deed of conveyance did not contemplate any dealing with the soil of the road, and that, as this was not the case of a voluntary bargain, but a compulsory sale under the powers of a railway company, no presumption was raised in favour of the purchasers. Mr. Justice Crowder, during the argument, raised the question whether, if the conveyance had been an ordinary one of two pieces of land intersected by a road, it would not pass the soil. The point was not necessary for the decision and was not settled.

Chief Justice Cockburn pointed out during the argument in *Leigh* v. *Jack*, that the maxim that the grantor could not derogate from his own grant did not arise here. True, having laid out this waste land as a street, the grantor could not derogate from his grant by building upon it, but that was not the question. "I think," said his lordship, "that the