

so solid a character that a foot of it would be enough to support the land and again there might be land so pliable that you would need a quarter of a mile of it."

The right to natural support is a natural right. It does not impose a duty on the adjoining owner to refrain from excavating nor if he excavates to build a retaining wall. He is merely liable in damages if the soil falls in as a result of his excavation. Accordingly it would seem impossible to fix on his successor in title, a duty which was not imposed on the person who excavated. The American case *Cavanaugh v. Thorton*, therefore, would not seem to be good law.

Greenwell v. Low Beechburn Coal Co., *Hall v. Norfolk* and *Byrne v. Judd* hold that the right of action lies against the person who actively removes the support only, and not against his successor in title, when the natural support then remaining gives way. The learned Chief Justice puts great weight on *Attorney-General v. Roe*, where the excavation was near a highway. With deference to his opinion it would seem that there is a difference between the duty imposed upon any occupant of land to abate a public nuisance, whether that nuisance is caused by himself or another, and the duty imposed upon an occupant of land to refrain from injuring his neighbour's land. There seems to be no logical connection between a breach of the first duty and a breach by a predecessor in title of the second.

One might note that the New Zealand case was not cited to the Ontario Court of Appeal.

CHAS. WEIR.

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Book Reviews.

Life Insurance Contracts in Canada. By HARVEY JAMES SIMS, LL.B., B.C.L., Barrister-at-law. Toronto: R. G. McLean, Ltd. 1920.

An examination of this work shews that it will afford practical assistance to the Canadian lawyer when called upon to determine the rights of the parties under a life insurance contract. The Dominion and Provincial Acts respecting life insurance with all amendments to date have been reviewed at some length. The author points out the differences which exist between the various Provincial Insurance Acts and emphasizes the desirability of