

reduction of principal, at and from the dates of the notes, such reduction to be proportioned upon each note, and if the proportionate reduction on the note due 1st January, 1906, would exceed the balance owing thereon, the excess shall be added in equal proportions to the reduction of the other three notes. Instead of paying into Court or to plaintiffs, defendants may apply to dispense with such payment, upon the like proof. In case of payment into Court, plaintiffs, or either of them, upon proof of payment by them of any of the four notes, shall have liberty to apply for payment out of Court of the amount for which credit should be given. Costs of the reference to be payable by whom and to the extent the Master shall direct. The engine and boiler to be at the disposal of defendants.

I do not find that plaintiffs have sustained any damages by loss of time or customers or otherwise in the conduct of their business beyond the benefit they have derived from the use of the engine and boiler.

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DECEMBER 21ST, 1906.

DIVISIONAL COURT.

ADAMS v. FAIRWEATHER.

*Way—Private Right of Way—Easement—Prescription—Presumption of Lost Grant — Evidence — Interruption—Inconsistent User by Others—Jus Publicum.*

Appeal by plaintiff from judgment of MULOCK, C.J., 1 O. W. R. 785, dismissing action for a declaration that plaintiff was entitled by prescription to a right of way appurtenant to his premises, being lot 119 on the east side of Bleecker street, in the city of Toronto, over a strip of land, part of the rear end of defendant's property, known as street numbers 610, 612, and 614, on the west side of Ontario street.

H. E. Rose, for plaintiff.

W. H. Blake, K.C., for defendant.