called Coldhall lane. The defendant had conveyed to the plaintiff a wood abutting on the lane, and the wood was minutely described in the conveyance by its acreage and by reference to a map which did not include any part of the lane. The property conveyed was also described in a schedule to the deed by reference to the numbers in the ordnance map, in which the wood and lane were marked by different numbers, but the number on the lane was not included in the schedule. The deed recited that part of the consideration was the value of the trees, and that they had been valued, and the amount of the valuation paid by the plaintiff. The lane was very little used as a highway, being a grassy lane on which trees and underwood were growing, and it was proved that the trees on the lane had not been included in the valuation. Under these circumstances, the question arose whether the presumption that the defendant had granted the plaintiff the highway *ad medium filum viæ* was rebutted, and Romer, J., held that it was, and that the evidence as to the omission of the trees on the lane from the valuation was admissible, and that that fact, coupled with the fact that the lane was not included in the measurement, or the map, was sufficient to rebut the presumption of the lane being included in the grant.

DEBTOR AND CREDITOR—ORIGINAL JOINT DEBTOR BECOMING SURETY—RELEASE OF SURETY—GIVING TIME TO PRINCIPAL.

In *Rouse* v. *Bradford Banking Co.*, (1894) 2 Ch. 32; 7 R. April. 33, the question is discussed as to what was the precise effect of the decision of the House of Lords in *Oakley* v. *Pasheller*, 4 Cl. & F. 207: Kekewich, J., and Lindley and Kay, L.JJ., being of opinion that that case decided that if a creditor has two principal debtors, one of whom by subsequent arrangement between themselves, to which the creditor is no party, and *does not assent*, becomes primarily liable for the debt, and such arrangement is notified to the creditor, the one secondarily liable has thenceforth the rights of a surety as against the creditor, and is discharged if time be given to the other debtor without his consent; Smith, L.J., on the other hand, was of opinion that in *Oakley* v. *Pasheller* the creditor not only knew of, *but assented* to the arrangement between the debtors, and that his assent to the arrangement is essential to the alteration of the debtor's position from that of principal to that of surety, so far as the creditor is con-